Supreme Court, U.S.
FILED

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No. _____

In The

Supreme Court of the United States

DEE ELLEN GARRISON BARDES,

Petitioner,

vs.

SAMUEL POGUE TODD III,

Respondent.

On Petition For Writ Of Certiorari To The Court Of Appeals For The State Of Ohio, First Appellate District Of Ohio, Hamilton County

PETITION FOR WRIT OF CERTIORARI

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252-49/CS

QUESTIONS PRESENTED

A.

1) Whether individuals' *civil privacy expectations* – including, inter alia, disclosural, autonomy, educational, associational, familial, contractual, equal justice, equal state citizenship – are federally *safeguarded* against unreasonable intrusions by states, officials, and policymakers, via federal common law, and via The United States Constitution, including Article I, §10, cl. 1, Article IV, §1-2, Article VI, cl. 2, First, Fourth and Ninth Amendments, Fourteenth Amendment, §1 (citizenship, equal protection, privileges or immunities), Twenty-Sixth Amendment, §1, requiring *overruling* of landmark civil decisions governing privacy expectations, determined inter alia, on The Fourteenth Amendment, §1 (due process clause).

2) Whether a state's failure to make prepaid provisions and allocate children's educational expenses, preschool through higher education including graduate-level studies, impels Gender Discrimination and Socio-Economic Discrimination against mothers, in violation of Fourteenth Amendment, §1 (citizenship, privileges, equal protection), rendering O.R.C. Title 31 unconstitutional facially, as applied and in effect, further violating Fourth Amendment safeguards.

3) Whether *appropriate education,* including preschool through appropriate higher education,

QUESTIONS PRESENTED – Continued

is a fundamental right, necessity, and or educational benefit, which The United States of America as well as each state has a federal duty and obligation to enable and provide, specifically including meeting the *special educational* needs of its *most gifted*, under the guarantees of The United States Constitution, including inter alia, Article IV, §1-2, Article VI, cl. 2, First, Fourth, Fifth, and Ninth Amendments, Fourteenth Amendment, §1 (citizenship, equal protection, privileges or immunities), Twenty-Sixth Amendment, §1.

4) **Whether fathers possess any federal parental responsibilities and duties to appropriately educate offspring or children, by federal common law, federal regulations, Congressional enactments, Congressional intent, et al., and do such paternal obligations include economic provisions, i.e., savings, budgeting, paying, financing or otherwise fiscally providing for appropriate education, preschool through higher education.**

5) **Whether children have federal constitutional rights, freedoms, and privileges, to continue familial bonds, "the parental duty to educate", a subset of both the economic "parental duty to support", and the broader, "parental responsibilities", rendering O.R.C. Title 31 unconstitutional facially, as applied and in effect.** (*First, Fourth, Ninth, Fourteenth Amendments, §1 (citizenship, privileges, equal protection), U.S. Const.).*

QUESTIONS PRESENTED – Continued

6) **Whether "gifted" children have federal constitutional rights, freedoms, and privileges to access and opportunity to appropriate gifted education, preschool through higher education rendering O.R.C. Title 31 unconstitutional facially, as applied and in effect.** (*First, Fourth, Ninth, Fourteenth Amendments, §1 (citizenship, privileges, equal protection), U.S. Const.*).

7) Whether Ohio's current and domestic relations statutes in effect as of December 30, 1999 decrees' entry date, as set forth in App. H comprising Title 31 Ohio Revised Code, are unconstitutional, facially, as applied, and or in effect, violating two gifted brothers' personal rights, and impelling a sibling legislative classification of *one* [*Village of Willowbrook v. Olech* (2000)], since judicial findings attest that eleven-year-old Samuel commences college at *age 18*, whereas his ten year old brother, *Garrison, commences college at age 17*, clearly availing unequal educational benefits to the brothers when access to courts for college support orders post minority was foreclosed, impelling Equal Protection Age Discrimination, and further intruding on Samuel's Right to Petition the Government for Redress of Grievances, Right to Full Participation in Electoral Process, in flagrant violation of U.S. Const., First, Fourth, Ninth Amendments, Fourteenth Amendment §1 (privileges, equal protection), §5, Twenty-Sixth Amendment, §1-2 (age discrimination prohibited which effects political participation in nexus to education), and authorities infra.

QUESTIONS PRESENTED – Continued

8) Whether Ohio's "current" and domestic relations statutes in effect as of December 30, 1999 decrees' entry date, as set forth in App. H comprising Title 31 Ohio Revised Code, are unconstitutional facially, as applied, and in effect, intruding on freedoms, Free Exercise and Equal Protection guarantees given multiple classes of *Legislative Classification Discrimination with classifications based both on the parents and on the children;* such classes include: (a) parents who are married vis a vis parents whose support obligations and parental responsibilities are dictated by the state [*federal claim* decided in favor of Father, App. 168 (4/30/99, T.d. 285); see T.d. 254, 259, 250, 238, 228; late 98 trans.]; (b) parents with educational support agreements vis a vis ones without educational support agreements; (c) parents financially able to pre-purchase college tuition/room and board credits or make other provisions for college vis a vis parents who need or want to "pay-as-you-go"; (d) class of children commencing college at or after age 18 vis a vis class of children commencing college prior to 18; (e) gifted children vis a vis not gifted children; (f) gifted vis a vis handicapped; in flagrant violation of U.S. Const., First, Fourth, Ninth Amendments, Fourteenth Amendment §1 (citizenship, privileges, equal protection), §5, Twenty-Sixth Amendment, §1-2 (age discrimination prohibited which affects political participation in nexus to education), authorities, infra.

QUESTIONS PRESENTED – Continued

9) **Whether the free-exercise of individual Ohio parents' and children's school choice in instant case, *Bardes v. Todd*, should be weighed with the pending school voucher case, *Simmons-Harris v. Zelman*, 234 F.3d 945, 149 Ed. Law Rep. 691 (6th Cir. (Ohio) Dec 11, 2000), and whether the state's intrusion on such neutral private choice of schooling and higher education violated the First, Fourth and Fourteenth Amendments impacting that case's determination.**

10) **Whether a state court which forecloses domestic relations cases from attaining 'issues' class-action (Civ. R. 23(C)(4)(a)/Fed. R. Civ. P. 23 (c)(4)(A)) status for matters arising out of familial litigation, violates equal protection, equal justice and Fourth Amendment's protections** (*Article IV, §2; Article VI, Clause 2; First Amendment associational rights, freedom to petition government for redress of grievances, Fourth Amendment's protection, Fourteenth Amendment, §1 (citizenship, privileges, equal protection), U.S. Const.*).

QUESTIONS PRESENTED – Continued

B.

11) **Whether clerks of courts are entwined governmental policymakers, and whether a state lacks state sovereignty to release or otherwise enable redisclosers to release personal information (either possessed by or entrusted to a state), locally or into the commerce stream, via inter alia, the Internet** *[The Privacy Act of 1974 (5 U.S.C. §552a, note, uncodified Section 7(a)(1), (b); Pub. L. 93-579); 42 U.S.C. §405; U.S. Const. Article I, §8, clause 1, (General Welfare, Spending); Article I, §8, clause 3, (Commerce); Article I, §8, clause 18, (Necessary and Proper); Article IV, §1 (Full Faith and Credit); Article IV, §2 (Privileges and Immunities); Article VI, Clause 2 (Supremacy); First, Fourth, Ninth, Tenth Amendments; Fourteenth Amendment, §1 (privileges or immunities, citizenship clauses), §5 (Congressional powers)].*

Effective October 20, 1994, The Full Faith and Credit for Child Support Orders Act (FFCCSO) was enacted, 28 U.S.C. §1738B, to establish *"national standards* under which the courts of the various States shall determine their jurisdiction to issue a child support order", Pub. L. 103-383, §2(b) (App. 277), to ameliorate the burdens on interstate commerce, Pub. L. 103-383, §2(a)(4)(C), and the deprivation of personal rights, §2(a)(4)(B). (App. 279) "Child support" encompasses the "provision of a benefit" "including payment of * * * educational expenses", 28 U.S.C. §1738B (App. 267, 279).

QUESTIONS PRESENTED – Continued

12) **Whether a state lacks state sovereignty to disable its judiciary from possessing full powers in authority and jurisdiction over emancipation, post-majority support, and educational benefits [decided, App. 165 (T.d. 311, 9/1/99) against mother, T.d. 303, 8/6/99 fed. mot., p. 3-8+, memo]** *(28 U.S.C. §1738B, with Pub. L. 103-383, IDEA, UIFSA model law (42 U.S.C. §666(f) R.C. 3115.01 et seq., et al.); Article IV, §1; Article IV, §2; Article VI, clause 2; Fourteenth Amendment, §1 (citizenship, privileges, equal protection), §5, Fourth Amendment, Tenth Amendment, Twenty-Sixth Amendment, Article I, §8, clause 1; Article I, §8, clause 3; Article I, §8, clause 18; federal common law.*

13) When 28 U.S.C. §1738B, congressional intent, and federal regulations (i.e. model law, UIFSA), require a state to extend access to courts' authority and jurisdiction to effectively give preferential treatment to shorter-term residents, while such state precludes such same access to judicial powers and authority for post majority support orders to long term residents, has such state obstructed congressional quest for uniformity, eliminating state sovereignty and further discriminated against *children's and parents' residency classifications*, in violation of U.S. Const., Art. IV, §1-2, Fourteenth Amendment, §1 (citizenship, equal protection, privileges or immunities), the right to travel, right to equal state citizenship, right to portable benefits, et al.

QUESTIONS PRESENTED – Continued

14) When state courts possess a mandatory duty to issue orders relating to the maintenance, care, & support of children and offspring, do states violate the *separation of powers* when legislative findings, are codified since emancipation and questions relating to the duration of a child's dependency, extraordinary medical, and educational support must be *judicial determinations* based on, inter alia, the child's best interests.

15) Whether a state which has embraced a 26 U.S.C. §529 prepaid college credits program, encompassing tuition/room and board, and other college related expenses, such as Ohio College Savings via Ohio Tuition Trust Authority, et al., has assumed a federal duty to provide uniform access to such state resource, in compliance with the federal policy in support of families' saving over time, inter alia, 26 U.S.C. §529 (Internal Revenue §529), and do states violate such federal duty when allocating parental support and responsibilities without compelling acquisition of prepaid units over time, ordering matching amounts, or employing other means to the same ends.

16) Whether individuals' *civil privacy expectations* are federally *safeguarded* against unreasonable intrusions by states, officials, and policymakers, via exercises of Congressional powers, as empowered via The United States Constitution, Article 1, §8, cl. 1, 3, 18, Tenth Amendment, Fourteenth Amendment, §5, Twenty-Sixth Amendment, §2, via intent, regulations and enactments (5 U.S.C. §552(a), 28 U.S.C. §1738B, and authorities infra) and or whether

QUESTIONS PRESENTED – Continued

such congressional dictates supercede conflicting state laws and practices, or whether federal endeavors in areas of traditional state sovereignty represent broad guideposts for judicial determination of whether society deems a privacy expectation reasonable.

PARTIES TO THE PROCEEDING

The parties to this long-percolating civil action determined by state court of last resort, Ohio Court of Appeals, First Appellate District of Ohio, Hamilton County[1] were a divorcing (App. 1, 178) Cincinnati couple, Dee Ellen Garrison Bardes ('Mother') and Samuel Pogue Todd III ('Father'), biological parents of two intellectually and academically *highly gifted*,[2] (App. 188, 183, 235, #8; T.p. 143, p. 4; T.p. 167, p. 5; T.p. 238, p. 40) minor sons, Samuel Pogue Todd IV, D.O.B.: February 19, 1990, and Garrison Bardes Todd, D.O.B.: September 26, 1991 (App. 217-218, 177, 68).

Parties Parental Status: Each party is a loving (App. 182) parent who is a full residential parent and legal custodian (App. 23, #1.1; 148, #5) of each son following 12/30/1999 court-ordered, (App. 20-21, 54, 136, 180, 256) shared parenting (App. 69, #4; 254), in accordance with Father's third parenting plan (App. 22-53).[3] Not

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[1] For C000055 documents, and docket online go to http://www.courtclerk.org

[2] Gifted expert, Dr. Bruce Kline, *Psy.D.*, attested that Samuel possesses an **150 I.Q.** [WISC-III test], 7/31/97 Exh. L, p. 25, *"higher than the top 1% of his peers"* and Garrison is in "the *top 3% or higher*" with a **127 I.Q.** [WISC-III test], *"exceptional* because [the test] is based on norms for children * * * over six months older". T.d. 193, p. 51; T.d. 145; 7/31/97 P's Exh. J, K, L.

[3] Prior to the order, App. 136, appended to parenting decree (App. 54), entered Dec. 30, 1999, Mother retained her *temporary* designation [*shared parenting precluded prior to permanent decree entered*, O.R.C. §3109.04(D)(1)(d), "No provisional shared parenting decree shall be issued in relation to any shared parenting plan approved * * * "] *as sole residential*

PARTIES TO THE PROCEEDING – Continued

incidentally, *zero "parenting-time" difficulties* (App. 182, 1st full para; 179, 2nd para; 214, #1; 228) ever arose, 1994-present.

Standing to Argue Sons' Rights: Although children may not be "parties" to a divorce action, Mother exerts standing via continuous, vigorous representation of each son's rights (App. 9), [*Clark v. Jeter*, 486 U.S. 456, 462 (1988); *Stanton v. Stanton*, 421 U.S. 7, 11-12 (1975); *Gomez v. Perez*, 409 U.S. 535, 537 (1973)].

Class Action: Class action status sought (T.d. 273, 3/29/99 Mot.; T.d. 282, 4/29/99 Memo XIII(D); T.d. 333, pp. 12-13, Obj. E), but denied (App. 5-7; App. 169), for third-party class of litigants, "Ohio Mothers" and class members' children as to educational, privacy and disclosural rights claims, which *preclude claims from becoming moot.*

Interveners invited: As per S.C. Rule 29.4(b-c), prospective interveners were invited, to intervene *without objection*, about June 15, 2001, via Petitioner's Supplemental Application To Append Rule 29.4(b-c) Interveners' Supplement to A-1084, Petitioner's Application to The

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parent and legal custodian (App. 418) as ordered Dec. 12, 1994 (Apps. 232, #1; 421). The May 23, 1997 Decision (App. 254) *ordered* (Apps. 146, 182, 187) *shared parenting*, with more court ordered modifications (App. 254-255) to Jan. 7, 1997 plan, with others to Nov. 20, 1998 plan (App. 143, 166-167). Third (Sept. 16, 1999) *Father's plan* was adopted; in '96, Mother submitted *two* plans, App. 179-182; *Characteristic of inability to agree is immutable.*

PARTIES TO THE PROCEEDING – Continued

Honorable John Paul Stevens, For First Extension of Time, and were provided Brief filed: (1) Theodore B. Olson, Solicitor General of the United States, Room 5614, Department of Justice, 950 Pennsylvania Ave., N.W., Washington, D.C. 20530-0001, [also U.S. Dept of Justice, Civil Division, attn: Robert Kopp, Director of Civil Appellate, 601 D St. N.W., Room 9002, Washington, D.C. 20530-0001, 202/514-2000 (civil appellate); 514-4451 (docket room); 514-3311 (Kopp) [Kopp separately notified July 26, 2001]; (2) Ohio Attorney General Betty D. Montgomery, State Office Tower, 30 E. Broad Street, 17th Floor, Columbus, OH 43215-3428, 614/466-4320 (duplicate copies sent July 27, 2001 to Chief Counsel staff, 614/466-2872); (3) Jim Cissell, Clerk of Courts, Hamilton City, OH, attn: Thomas M. Gould, Esq., Administrator, Clerk of Courts, 1000 Main St., Room 375, Cincinnati, OH 45202, 513/946-5656 (entwined release of litigants' personal information by clerks via Internet and locally jeopardizes individual security). *See* U.S. Dept. of Justice's Response, App. 345, and Ohio Attorney General's Response, p. xv.

Via listing, infra, such persons and entities may be considered as "parties". All prospective interveners were served with Petition, and Appendices as well, 8/31/01.

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* **Uniform Interstate Family Support Act**: 42 U.S.C. §666(f) (*Effective date of 1/1/1998 for UIFSA to be enacted by each state, i.e. in Ohio, Emerg. Legis. Am. Sub. H.B. 352, eff. 1/1/1998 or before*). In order to satisfy section 654(20)(A) of this title, on and after January 1, 1998, each State must have in effect the Uniform Interstate Family Support Act, as approved by the American Bar Association on February 9, 1993, and as in effect on August 22, 1996, including any amendments officially adopted as of such date by the National Conference of Commissioners on Uniform State Laws.

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* The notation in the brief (c/o) refers to (citation omitted).

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* (Cert. Copies of *Mitchell's* original filings, re-filed in *Bardes*, 1/19/99, T.d. 247-252, duration of order compelling Mitchell dad to pay 50% of *four* yrs of college each for *five* kids could not have ceased prior to attainment of former general age of majority 21 yrs.)

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* (males and females cannot be treated differently for child support purposes consistently with the Equal Protection Clause)

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PETITION FOR WRIT OF CERTIORARI

Petitioner, Dee Ellen Bardes, together with the minor sons, respectfully pray that a Writ issue to review an intermediate state court's Opinion, recognizing *time-bound, interlocutory* appeals of state courts' refusal to issue Certificates of Federal Jurisdiction persist (Apps. 332, 336, 338, 428); avail sua sponte relief.

OPINIONS BELOW

Merits: This important petition, *enables a landmark civil privacy expectations precedent*, to arise from deprivation of federal rights, *Bardes v. Todd* (App. 1 Dist, C-000055, October 13, 2000) 139 Ohio App. 3d 938, 746 N.E. 2d 229. Authored by highly respected, The Honorable Mark P. Painter, writing for The Court of Appeals, First Appellate District of Ohio, Hamilton County ("First District"), such Opinion and Entry are reproduced as App. 1-12. On November 3, 2000, First District denied a motion for reconsideration, reproduced as App. 13-14; on December 1, 2000, First District denied a motion for stay and application for reconsideration, reproduced as App. 15. Then, the Supreme Court of Ohio (SCO), denied a motion for stay on December 20, 2000, reproduced as App. 259, followed by a denial of the petition for writ of certiorari on February 14, 2001, reproduced as App. 260. Lastly, SCO denied an application for reconsideration on April 4, 2001, which Reconsideration Entry, is reproduced as App. 261. The Honorable Penelope R. Cunningham, expertly presided, 1995-1999, over the complex trial court proceedings in Hamilton County Court of Common Pleas,

Division of Domestic Relations, 1994-1999, DR9402798, as aided by Magistrate William Murphy. Trial orders (94-99) span App. 16-256 (2001), App. 331-333.

Certificates of Federal Jurisdiction: **SCO-01-1231** (July 6, 2001 appeal of First District's refusal, striking request due to no state procedural rule) (App. 338); **C-01-0498**, (July 27, 2001 appeal of Trial Court's July 24, 2001 refusal, lack of jurisdiction to issue findings, et al. related to federal claims, dismissed) (App. 332, 428); **SCO-00-2117** (July 26th, 2001 denial of July 20, motion for stay/vacate of July 16 denial of July 12 motion seeking compliance with federal rules, fed. common law, SCO Cert.) (App. 336, 335).

Earlier Ancillary: A pre-merits appeal was perfected, **SCO-00-545**, of First District's refusal to determine the merits sitting *en banc*, and refusal to certify *vivid* intra-state conflicts; SCO denied, reproduced as App. 265. In **SCO-2254**, First District refused to certify (App. 13-14), extensive conflicts on the merits; SCO claimed a procedural defect, (failing to file a physical memorandum in support of jurisdiction, despite legal incorporation of the one in SCO-00-2117, memos). (App. 262-264)

CITATIONS

The reported citation for the merits on review is: *Bardes v. Todd*, 139 Ohio App. 3d 938, 746 N.E. 2d 229 (App. 1 Dist, C-000055, October 13, 2000), motion for stay denied by *Bardes v. Todd*, 90 Ohio St.3d 1492, 739 N.E.2d 817 (Ohio Dec 20, 2000) (TABLE, No. 00-2117), appeal not allowed by *Bardes v. Todd*, 91 Ohio St.3d 1445, 742 N.E.2d

144 (Ohio Feb 14, 2001) (TABLE, No. 00-2117), and reconsideration denied by *Bardes v. Todd*, 91 Ohio St.3d 1484, 744 N.E.2d 1196 (Ohio Apr 04, 2001) (TABLE, No. 00-2117).

Certificates: **SCO:00-2117,** *inter alia*, Certificates of Federal Jurisdiction, denied, *Bardes v. Todd*, 92 Ohio St.3d 1439, 750 N.E.2d 1121 (Ohio July 16, 2001) (TABLE, No. 00-2117), and **Stay Denied by** *Bardes v. Todd*, 92 Ohio St.3d 1453, 751 N.E.2d 488 (**Ohio Jul. 26, 2001**) (TABLE, No. 00-2117).

Earlier Ancillary: [**SCO:00-2254** failure to certify conflicts] mot. for stay denied, *Bardes v. Todd*, 91 Ohio St.3d 1411, 740 N.E.2d 1111 (Ohio Jan 17, 2001) (TABLE, No. 00-2254), dismissed *Bardes v. Todd*, 91 Ohio St.3d 1454, 742 N.E.2d 658 (Ohio Feb 22, 2001) (TABLE, No. 00-2254), motion for reconsideration denied, *Bardes v. Todd*, 91 Ohio St.3d 1468, 744 N.E.2d 190 (Ohio Mar 19, 2001) (TABLE, No. 00-2254). [**SCO:00-545**, en banc determination] mot. for stay denied, *Bardes v. Todd*, 88 Ohio St.3d 1485, 727 N.E.2d 134 (Ohio Apr 19, 2000) (TABLE, No. 00-545), *appeal not allowed, Garrison Bardes v. Todd*, 89 Ohio St.3d 1425, 729 N.E.2d 1196 (Ohio Jun 14, 2000) (TABLE, No. 00-545).

JURISDICTION

Jurisdiction of this Court is timely invoked under 28 U.S.C. §1257(a) to enable federal review of an October 13, 2000 Opinion of an intermediate state court of last resort. Time is calculated (S.C. Rule 13.1, 13.3) from SCO's April 4, 2001 Reconsideration Entry (App. 261), following which two thirty-day extensions were graciously granted

on June 12, 2001 (App. 341-342), and July 18, 2001 (App. 343-344), by The Honorable John Paul Stevens extending time (S.C. Rule 13.5) through September 1, 2001. See *Dept. of Banking v. Pink*, 317 U.S. 264, 266-267 (1942), re: Certificate efforts, *Allenberg v. Pittman*, 419 U.S. 20, 23 (1974), to fulfill burden of proof, *Adams v. Robertson*, 520 U.S. 83, 117 S.Ct. 1028 (1997), does not alter finality.

Rule 29.4(b-c) Statement: Three prospective interveners were notified, that 28 U.S.C. §2403(a), (b) may be applicable; such notification made via initial document filed, A-1084.

UNITED STATES CONSTITUTIONAL PROTECTIONS VIOLATED

Article I, Section 8, clause 1, clause 3, clause 18; Article I, Section 10, clause 1; Article IV, Section 1; Article IV, Section 2; Article VI, clause 2; First Amendment; Fourth Amendment; Ninth Amendment; Tenth Amendment; Fourteenth Amendment, §1 (Citizenship, Privileges or Immunities, Due Process, Equal Protection clauses); §5; Twenty-Sixth Amendment, §1, §2.

FEDERAL PRIVACY EXPECTATIONS INTRUDED

5 U.S.C. §551; 5 U.S.C. §552a, The Privacy Act of 1974; §552a note, including uncodified Section 7(a), (b) with Pub. L. 93-579; 26 U.S.C. §529; 28 U.S.C. §1738B with Pub.L 103-383; 28 U.S.C. §2403(a-b); Title IV, Social Security Act, 42 U.S.C. §§651, *et seq.*; 42 U.S.C. §405, Pub.L. 93-579; Section 9, Pub.L. 100-503; Section 7 of Pub.L.

93-579; Individuals with Disabilities Educ. Act, 20 U.S.C. §§1400-1485.

RELATED RULES

Fed. R.C.P. 23(B)(2), (3); Fed. R.C.P. 23(C)(4); App. R. 30; Ohio Civ. R. 7; Ohio Civ. R. 23; Ohio Civ. R. 23(C)(4)(A); Ohio Civ. R. 53.

UNCONSTITUTIONAL OHIO STATUTES CHALLENGED[4]

Ohio Revised Code §§149.43; §2303.03; §2303.08; §2303.26; §2303.31; §3103.03; §3105.011; §3105.10; §3105.171; §3105.21; §3105.61, §3105.63; §3105.65; §3109.01; §3109.03; §3109.04; §3109.05; §3109.401; §3113.21; §3113.215; §3119.05; §3119.24; §3119.82; §3119.86; §3119.88, et al.; also all former and current Title 31, and other relevant provisions.

STATEMENT OF CASE

Intrusions on Privacy Expectations. With "deep conviction" (App. 2), Petitioner and her sons vigorously objected to *civil intrusions* by Ohio and its agent, The Hamilton

[4] A major rewrite and fathers' bill, Senate Bill 180, effective 3/22/01, altered or repealed §§3113.21, 3113.215, 3103.03, 3105.21, 3109.05, et al. resulting in two or more different versions of Title 31 being challenged. Chapter 3119 is newly enacted. See Appendices.

County Clerk of Courts, into their "**private realm of family life**," *Prince v. Massachusetts*, 321 U.S. 158, 166, throughout *seven* years in courts. The sons' best interests have been sacrificed along with Mother's. Inter alia, *First*, the *entwined* court clerk's release of litigants' personal information and *papers* entrusted to the state, locally and via the Internet violates society's reasonable privacy expectations (App. 287, 292, 317-318, 320, 324-325, 425). Although, the record was *not sealed* (App. 8, 160, 162-164), several of fathers' family trusts, unfunded and funded were.

The Opinion's ambiguity (App. 7-8) inter alia as to reliance on an inadequate trial motion procedural (App. 367, 375-378) defect implores application of 'expiration,' *Ylst v. Nunnemaker*, 501 U.S. 797, 801, *Michigan v. Long's* federal presumption, *Harris v. Reed* at *262, **1042, *Caldwell v. Mississippi* at *328, **2639, *Cf. Coleman v. Thompson*, 501 U.S. 722, 737, and effects a *Second* intrusion. *Third*, Certificates of Federal Jurisdiction, have been sought but railroaded, again unduly burdening costs and access to federal review. (App. 328-329, 331-333, 335-336, 338, 341, 343, 428), necessitating treating the as yet unwritten second motion for stay as a writ; (App. 336) *better yet, mercifully grant sua sponte relief in time-bound interlocutory federal jurisdiction appeals (Pet. p. 2-3).*

Fourth, the state blatantly *seized* (App. 144, #6; 145, 2nd para; 150, #6) original and continuing jurisdiction over federal tax benefits arising from the marriage, upheld, App. 3-5, which had been *immutably* allocated as *property* via a 1997 out-of-court contract. The court's 1999 characterization as "support" emplaced such same provisions for federal child tax credits (App. 101, #12.4; 42, #10.2), and same provisions for federal tax dependency

exemptions (App. 99-101, #12.3-12.3.3; 40-42, #10.1-10.1.3) under the modification jurisdiction of the court (App. 17, #3; 49, #15.1; 144, #6-145). Altering the duration of benefits agreed as paralleling the I.R.S.' duration of dependency (i.e., age 25+) (App. 99, #12.3; 101, #12.3.2; 40, #10.1; 42, #10.1.2), left years in limbo (18+). See App. 410-414.

Fifth, Ohio grossly mishandled educational *effects*, in nexus with the exercise of a constitutional right to terminate a marriage with children [*Zablocki, Boddie**], arbitrarily searching or seizing personal freedoms, equal rights, educational benefits, et al. Cursed via whims of state officials in the field, *an unallocated educational burden was disparately dumped on Mother*, effecting Equal Protection **Socio-Economic and Gender Discrimination in the Duty to Educate**, as frowned upon in *Stanton I, II*. Disparate denial of access to courts' authority and jurisdiction (App. 266, 276, 388, 390, 399) for college support orders *between brothers* (Pet. p. 9) and multiple legislative classifications (App. 389, 392) effected separate *Sixth and Seventh+* intrusions. Educational Discrimination negatively effects political participation violating First, Fourteenth, and Twenty-Sixth Amendments, and Equal Protection Age Discrimination was not foreclosed by *Kimel, Gregory*.

Eighth, by refusing (App. 7) to certify class action status, the state trounced on availing relief needed by the proposed class of Ohio Mothers against these same intrusions against their families and children. *Ninth*, and others *infra*.

**Boddie v. Connecticut*, 401 U.S. 371, 377-378, 91 S.Ct. 780, 785-789, 28 L.Ed.2d 113 (1971).

Mother wore children's shoes: Such injustices perpetuated on *women and children* nationwide via states' antics is Petitioner's *raison d'etre* for advancing this *landmark* case, as fueled via her personal saga; as the *third* generation of her paternal family to be divorced by Hamilton County, Ohio courts, 45 yr. old Petitioner endured ravages of multigenerational divorces, including *her* dad's 1974-1978 refusal to pay *her* undergraduate expenses. Only via *her* mom's strength to obtain a court order [*Priscilla Garrison Bardes v. Oliver Pape Bardes*, Ham. Cty. Ct. C.P. 1974 A-7401615] enforcing *her parents' separation agreement* did *her* college studies continue, and Petitioner's quarterly crying in the sorority house phone booth cease, as each parent said to call the other parent to pay her bills. Here, *another generation of fathers' refusal to pay educational bills* must be nixed.

Neutral Private Choice: Via **Free Exercise Of Individual Ohio Parents' School Choice** (App. 182-185), the *highly-gifted,* Todd brothers, commenced their formal education at Summit Country Day, their Cincinnati neighborhood private school, about age three, (App. 182; 218) leaving earlier church schools behind. They continued [App. 40, #9.2] their education at Summit *with tuition/fees mounting annually 1994-2001 to total approx. $100,000.00+.* Summit is Catholic-oriented, although *neither* party is Catholic [App. 36, #7.1]. Throughout *original* divorce proceedings, where educational support disputes dominated (Apps. 183, 187, 217, 228), findings held that Father continually *refused* (Apps. 183, 236-237), and paid *no amount* (App. 184) towards schooling.

No Order: According to First District (App. 10), it was due to adoption (App. 68-69) of the Magistrate's Decision (App. 235-238), that no educational support order issued

(App. 10-11): noticeably, none in the parenting plan (App. 39-40), nor as a separate educational support order (App. 71, #7), nor as a deviation within Father's $15,000.00 (fifteen thousand) per year (both sons) "support obligation" (App. 149, 150, #5). Mother argued (App. 9-11) an educational order was made as a subset of the standing allocation order, R.C. §3113.215(B)(5)(f) [intact as R.C. §3119.05(F), App. 407], since legislatively defined [§3113.215(A)(12), intact as §3119.01(C)(4), App. 406], "extraordinary medical expenses" (Apps. 60,#4;70-71,#6;186;244-245,#3;422-423), includes 'appropriate private education' (App. 407) without durational limitations (Apps. 390-391; 393; 396-397; 399-401), i.e., not precluding college.

Not Adequate and Not Independent: Ohio's preference for agreements, (App. 389, 392, 403, 414, 437) and refusal to order Father to save overtime or pay any schooling expenses, combined with Ohio's refusal to order provisions for college expenses (App. 11; 170-175 amended at 156-157). *Only inadequate state bases were relied upon;* i.e., lack of *agreement* (Apps. 11; 174-175, 188); *net disposable* income after expenses (App. 10); duration of court's authority and jurisdiction to order (Apps. 11; 175) contingent on agreement of the parties; *superseded, preempted, inappropriate state* authority (App. 11, FN18; 170-174) inter alia, since children are *now minors, not adults.* Nor were any *adequate* bases for *precluding access to powers* (App. 388, 399) *and jurisdiction* (App. 276-278, 266+) *of courts* to seek college support post age 18 (Apps. 11; 175) set forth.

"General" age of majority is 18 (App. 393), but Mother argued majority for support purposes is [H.B. 352 eff. 1/1/98-3/21/01] as "the *order provides*" (App. 387,

391, 400; *Cf.* App. 414-416, eff. 3/22/01), unless agreement exists (App. 389, 392; *Cf.* App. 414-416). **Emancipation is a *judicial* not legislative determination.** *Legislative findings* related to parental responsibilities (R.C. §§3109.04, 3109.03, 3109.401) (Apps. 394-398; 403-404) are not *judicial* determinations either. Thus, any arbitrary cut-off age or unconstitutional legislative classes or findings could not suffice as adequate grounds either. Nor were bases evenly applied as cited in the record calling for certification of conflicts. *Call for the record.* All determinations were *entwined with federal claims,* amply before each court.

Seventeen at college: **Judicial findings found that Garrison commences college at *age 17*, while Samuel commences at *age 18*** (App. 157, #5); jurisdiction was first retained over college expenses "which *may be incurred* during their minority" (App. 143, #3), as also couched, App. 72, #11, "during their minority," (*way* different given 26 U.S.C. §529, App. 348-362), or as altered via App. 11's law of the case. Ohio courts make college orders on top of initial Agreements. (See record) Financing the continuation of college studies is an issue affecting both brothers.

SUMMARY: BALANCE OF STATE AND FEDERAL POWERS OVER PRIVACY EXPECTATIONS

Carpe Diem. The issue is the *balance of state and federal powers* related to a state's unwarranted civil intrusion on individuals' privacy expectations and equal protection rights including a state's structuring of its own judiciary

and statutes so that its courts lack powers in authority and jurisdiction to sufficiently protect a broad basket of individuals' intangible effects – familial, education, governmental, contractual, disclosural, autonomy, et al. Privacy expectations to equal justice violated include inter alia: mothers and children's free exercise of educational choice, disclosural rights to nonrelease of personal info locally and across the Internet, contractual allocation of federal tax benefits, access to jurisdiction and authority of state courts over higher educational support, pre-majority/post-majority educational support orders, nonvague educational support statutes, equal access to federal courts when ambiguous opinion on review, et al.

This Court must determine if multifaceted, "privacy" rights are federally constitutional in nature leaving state sovereignty intact, or if such rights stem from federal statutory mandates eliminating states' sovereignty. Either way, individuals' fundamental rights must be federally fortified, as against intrusions of state officials – judicial, legislative, entwined court clerks, IRC §529 plan administrators – in quest of federal uniformity.

First, and the best choice is to solidify Fourth Amendment's leaning towards prohibiting unreasonable searches or seizures in civil matters. Safeguard personal privileges grounded in objectively measurable First Amendment freedoms, Fourteenth Amendment, §1 and Twenty-Sixth Amendment protections, prohibiting age, gender, socio-economic legislative discrimination in the exercise of political and other classification freedoms, in nexus with educational benefits [*San Antonio v. Rodriguez* dissent]. Congressional intent and enactments may be recharacterized as affirmations of the reasonableness of society's expectations of privacy.

Or *Second*, extol the non-geographic, portable nature of citizens' privacy claims without invoking Commerce Clause; instead employ textual provisions instilling citizens' and residents' privileges to *equal state citizenship*, entitlement to full faith and credit of other states' *laws* regardless of physical state of residency, i.e., Fourteenth Amendment, §1 (Citizenship, privileges) Article IV (§1, §2), finally establishing a home for the unanchored "right to travel," without which persons seeking to protect such privacy rights must move (and children cannot, nor families caught in family-courts) to forum shop as vague laws change at the whims of lobbied legislators to thwart judicial advances. *Legislators improperly dictate judicial emancipation.*

Or *Third*, hold *state sovereignty is eliminated via preemption:* reciting Congressional authority, intent (see Pub.L.'s in Apps.), implied, independent and enforcement powers (Article I, §8, cl. 1, 3, 18; Fourteenth Amendment, §5, Twenty-Sixth Amendment, §2), along with enactments, i.e., The Privacy Act of 1974, the 1994 Full Faith And Credit for Child Support Act, Title IV of Social Security Act, 26 U.S.C. §529 (529 Prepaid College Programs), et al., and The Supremacy Clause (Article VI, cl. 2) to hold federal preemption *dislodges* states' discretion to preclude jurisdiction and authority of state courts even over traditional matters of state authority; invoke the Commerce Clause, and the portable nature of privacy expectations crossing physical boundaries (i.e., portable educational benefits, non-geographically fixed Internet's world wide web, out of state schooling and college opportunities), post *Reno v. Condon*. Add controlling nature of federal common law, adherence to the doctrine of stare decisis, to reiterate dual sovereignty. All three

routes were presented or decided, *Adams v. Robertson, Board of Directors of Rotary International v. Rotary Club of Duarte*, 481 U.S. 537, 550, 107 S.Ct. 1940, 1948, 95 L.Ed.2d 474 (1987), enabling federal jurisdiction.

REASONS: ISSUES OF FIRST IMPRESSION

A. PRIVATE CHOICE IN CINCINNATI, ABSENT IN CLEVELAND SCHOOL VOUCHER CASE, EXTENDS DETERMINATION TO PROTECT ALL SCHOOL CHILDREN

Despite that case's budget, answers here reach further than in Cleveland's school voucher dilemma, *Simmons-Harris v. Zelman*, 234 F.3d 945, 149 Ed. Law Rep. 691 (6th Cir. (Ohio) Dec. 11, 2000), (3) Petitions for Certiorari filed about May 23, 2001, No. 00-1751+, incorporated by reference. Here " 'the class of beneficiaries include [ ] all schoolchildren, those in public as well as those in private schools.' " *Id.* at *954 quoting *Committee for Public Education v. Nyquist*, 413 U.S. 756, 782, n. 38 (1973), citing *Tilton v. Richardson*, 403 U.S. 672 including those in pursuit of, now or someday, higher education, including graduate-level college. *Pick this case*, since the *only* answer to, *"is there truly 'private choice' "?*, *Simmons* at *961, is Yes! Whether they agree or not, this couple's "parental choice as a determining factor," *id.*, at *960, was not constricted to "available choices resulting from the [voucher] program design," *id.*, at *961.

Here, educational orders, and access to authority and jurisdiction of state courts must be held as "neutral aid," *ibid.*, in which "attenuated financial benefit, [is] ultimately controlled by the private choices of individual

parents," *id.*, at *955, quoting *Mueller v. Allen*, 463 U.S. 388, 400 (1983). "Private choice also helps guarantee neutrality," *Mitchell v. Helms*, 120 S.Ct. 2530, 2541 (2000) (plurality), "an important reason for upholding government-aid," *id.*, at *811, "[G]overnment limitation of the available [school] choices," *Simmons* at *960, intrudes on free exercise, i.e., a duration of K-12 only (no preschool, prepaid college orders or access to courts for college); only public, wholly "free" schools available (since no orders allocating costs), failing to "yield to the right of parents to provide an equivalent education in [either] a privately operated system," *Wisconsin v. Yoder*, 406 U.S. 205, 213 (1972) or in a publicly supported, preschool – higher education system. Neither preschool nor higher education is free, nor is *attendance* at schools – home, private, parochial, public, charter, magnet – since all rely on hefty parental support, a myriad of activity fees, tuitions (hidden or otherwise), armtwisting 'voluntary' assessments, and obligatory contributions.

In Cincinnati, private monies funded the library, athletics, and a stunning, $10+ million, new science center at public Walnut Hills High. Public magnet gem, The School for the Creative and Performing Arts and private donors are *required* to raise a matching $26+ million before Cinti. Public will shell out an equal amount for Cinti Symphony Orchestra's maestro, Eric Kunzel's dream for a new, inner city, K-12 Arts School attached to Music Hall. Across the nation, parents don't timely pay nominal, per pupil annual supply fees (App. 429) assessed for bare minimums needed in public academic classrooms – accruing until years later when withholding of a diploma is threatened. Presumption of public, i.e., free, schooling is

unconstitutional, *Nyquist*, 413 U.S. at 788; *LeClair v. LeClair* (1993), 137 N.H. 213, 225 (refused to make presumption in favor of public higher ed), as are related irrebutable presumptions, i.e., *Thompson v. Oklahoma*, 487 U.S. 815 (1988) (SCALIA, dissent) (individualized consideration of maturity); *Vlandis v. Kline*, 412 U.S. 441 (1973) (out of state tuition). *Free exercise of private choice costs. Even public schooling costs.*

B. TWENTY-SIXTH AMENDMENT GUARANTEES APPROPRIATE EDUCATION IN NEXUS WITH POLITICAL FREEDOMS

Although, "long before the Nation's adoption of the Twenty-Sixth Amendment in 1971," *Stanton*, 421 U.S. at 16, the "natural *duty* of the parent to *give* his children *education suitable*," *Meyer v. Nebraska*, 262 U.S. 390, 400 (1923), to "prepare [them] for additional obligations," *Pierce v. Society of Sisters*, 268 U.S. 510, 535 was fundamental. One matter "at issue is [higher educational] support * * * during * * * years between 18 and 21," *Stanton*, 421 U.S. at 1, and beyond. Yet, "[s]tudents – who, by reason of the Twenty-Sixth Amendment become eligible to vote when 18 years of age – are adults who are members of the college or university community." *Healy v. James*, 408 U.S. 169, 197 (1972). A corrective reaction to literacy tests, *Oregon v. Mitchell*, 91 S.Ct. 260 (1970), states' *dual educational tracks* ostensibly eradicated by the 26th, were oiled instead. Millions were stripped of educational support necessary to exercise political privileges, after the no-fault divorce plague ripped families asunder; when too many vied for too few governmental scholarships, repayment of student loans was the cursed bounty,

or the financial drain of appropriate education was skipped. " 'There is no recourse for these children, who will be victimized twice, first by the disruption, both financial and psychological, of their parents' divorce and again by the system which is theoretically designed to protect them.' " 34 Duq. L.Rev. 471, 484, quoting *Curtis v. Klein*, 542 Pa. 249, 267 (MONTEMURO w/CAPPY, dissent) (disadvantage requiring college orders exists).

> "There is, in short, no limit on the amount of free speech or political participation that the Constitution guarantees. Moreover, it should be obvious that the political process, like most other aspects of social intercourse, is to some degree competitive. It is thus of little benefit to an individual * * * to have 'enough' education if those around him have more than 'enough.' "

San Antonio v. Rodriguez, 411 U.S. 1, 115, 1339 (MARSHALL, dissent)

Education entwines with free exercise of political rights: "*that right [to participate in the electoral process]* – [ ] is itself 'preservative of other *basic civil and political rights*'," *Frontiero v. Richardson*, 411 U.S. 677, 685; "education is the dominant factor affecting political consciousness and participation." *San Antonio, dissent* at *113, **1338. Nor does college precedence exist since "the provision for the maintenance and education of Sadie here relied upon as res judicata," [290 U.S. at 206] disabled determination. See *Yarborough v. Yarborough*, 54 S.Ct. 181, 188-189, 290 U.S. 202, 220-222 (1933) (STONE, J., dissent) **("Higher education is properly an object of a suit for an increased allowance [of support]").**

C. CHILDREN'S RIGHTS TO CONTINUE FAMILIAL BONDS, "PARENTAL DUTY TO EDUCATE" AND TO EQUAL STATE CITIZENSHIP

An answer to laments opined in *Troxel v. Granville*, 120 S.Ct. 2054 (2000), i.e., 120 S.Ct. at 2072 (STEVENS, dissent), 120 S.Ct. at 2075 (SCALIA, dissent), 120 S.Ct. at 2067 (THOMAS, concurring), here *children's rights of association or free exercise, and privileges to continuing familial bonds*, "the parental duty to educate" is squarely brought. "[A] parent's decision concerning the manner in which his child is to be educated may fairly be characterized as (an) exercise[ ] of *familial rights and responsibilities.*" *Runyon v. McCrary*, 427 U.S. 160, 178 (1976). "[P]arents and others, teachers for example, who have this primary responsibility for children's well-being are entitled to the support of laws designed to aid discharge of that responsibility." *Ginsberg v. State of New York*, 390 U.S. 629, 639 (1968). "It is the future of the student and not the future of the parents that is imperiled * * * ." *Wisconsin v. Yoder*, 406 U.S. at 245 (DOUGLAS, dissent). Students are afforded constitutional protections, *New Jersey v. T.L.O.*, 469 U.S. 325, 348 as are children. See cases, *Troxel*, at *2072, FN8 (STEVENS, dissent). "[O]nce a State posits a judicially enforceable right on behalf of children to needed support from their natural fathers there is no constitutionally sufficient justification for denying such an essential right to a child * * * ." *Gomez v. Perez*, 409 U.S. at 538.

To paraphrase *Weber v. Aetna Cas. & Sur. Co.*, 406 U.S. 164, 175 (1972), "no child is responsible for his [parents' splitting up] and penalizing the [broken-home] child is an

ineffectual – as well as an unjust – way of deterring the parent." "The children * * * can affect neither their parents' conduct nor their own status." *Plyler v. Doe*, 457 U.S. 202, 220 (1982) quoting *Trimble v. Gordon*, 430 U.S. 762, 770 (1977). "[A] child's right to reside in the State, which is an element of the constitutional right to travel," *Martinez v. Bynum*, 461 U.S. 321, 346, FN14 (1983) (MARSHALL, dissent), is violated, applying *Lunding v. New York*, 522 U.S. 287 (1998) quoting *Paul v. Virginia*, 8 Wall. 168, 180 (1868) (equal state citizenship). Art. IV, §1, §2. 28 U.S.C. §1738B. Whether it "absolutely preclude[s] a child from attaining an education is, of course, irrelevant. *See, e.g., Mississippi University for Women v. Hogan*, 458 U.S. 718, * * * (1982)." *Martinez*, at *346, **1852. "[A] legitimate child may seek support from his or her parents at any time." *Clark v. Jeter*, 486-U.S. 456, 457 (1988); nor is a "child" actually a "minor child," *Sullivan v. Stroop*, 496 U.S. 478, 482 (1990). 28 U.S.C. §1738B.

D. FOURTH AMENDMENT SAFEGUARDS SUPERSEDE SUBSTANTIVE DUE PROCESS LANDMARKS

"[O]ur substantive due process cases were *wrongly decided* and [ ] the original understanding of the Due Process Clause precludes judicial enforcement of unenumerated rights under that constitutional provision." *Troxel*, 120 S.Ct. at *2067 (THOMAS, concurring), i.e., *Roe v. Wade*, 410 U.S. 113, 164 (1973) ("without recognition of the other interests involved, is violative of the Due Process Clause of the Fourteenth Amendment."); *Meyer*, 262 U.S. at 400-402. Further "whether the [Privileges or Immunities] Clause should displace, rather than

augment, portions of our equal protection and substantive due process jurisprudence."), *Saenz v. Roe*, 526 U.S. 489, 528 (1999) (THOMAS, dissent w/REHNQUIST, C.J.) must be weighed. Vitality continues absent express overruling, *Shalala v. Illinois Council*, 120 S.Ct. 1084, **1096 (2000), so overrule *Roe v. Wade, Meyer, et al.*, to erect your legacy of a *textual fortress*.

Infringement on First Amendment freedoms and beliefs, *Simmons-Harris v. Zelman, Troxel v. Granville*, 120 S.Ct. 2054, 2076 (KENNEDY, dissent) ("*Pierce* and *Meyer*, * * * [if determined today would be] grounded upon *First Amendment principles* protecting *freedom of speech, belief, and religion.*"); *M.L.B. v. S.L.J.*, 519 U.S. 102, 116 (1996) ("Choices about marriage, family life, and the upbringing of children are among the *associational rights* this court has ranked as basic importance in our society"; *Sweatt v. Painter*, 339 U.S. 629, 634 ("It is difficult to believe that one who had a free choice between these law schools would consider the question close.") "trigger special Fourth Amendment safeguards," 107 Harv. L.Rev. 757, 806, "guaranteed by the Fourteenth Amendment against invasion by the States," *Stanford v. Texas*, 379 U.S. 476, 481 (1965), citing *Mapp v. Ohio*, 367 U.S. 643, leaving as "little as possible to the discretion or whim of the officer in the field." *Zurcher v. Stanford Daily*, 98 S.Ct. 1970, 1981 (1978); *Delaware v. Prouse*, 440 U.S. 648, 653-655 (1979) (objective reasonableness standards).

"[T]he Fourth Amendment protects *people* – and not simply 'areas'," *Katz v. United States*, 389 U.S. 347, 353 (1967) (HARLAN, concurring). "[T]he first Clause of the Fourth Amendment explicitly addresses all searches and seizures, not just criminal ones." 107 Harv. L. Rev. 757,

770. "The Fourth Amendment's *protection of the home* has never been tied to measurement of the quality or quantity of information obtained." *Kyllo v. United States*, 121 S.Ct. 2038, 2045 (2001). "[C]hildren are 'persons' within the meaning of the Bill of Rights," *Yoder*, 406 U.S. at *243 (DOUGLAS, dissent), and cases cited there.

"[A] person's 'effects' may be intangible," 107 Harv. L. Rev. at *811, as held by *Katz* at *353, **512; *Griswold v. Connecticut*, 381 U.S. 479, 495 (1965) (GOLDBERG, concurring) quoting *Poe v. Ullman*, 367 U.S. 497, 551-552 (1961) (HARLAN, dissent) (" 'safeguarding of the home does not follow merely from the sanctity of property rights.' "). "Jurisdiction over an intangible," *Estin v. Estin*, 334 U.S. 541, 548 (1948) "arise[s] from control or power over the persons whose relationships are the source of the rights and obligations." *Ibid.* The Fourteenth Amendment, §1 benchmark, "providing substantially equal tangible and intangible educational benefits to men and women" *U.S. v. Virginia*, 518 U.S. 515, 548, enables objective measurement. So do future associational rights, *Mayer v. Chicago*, 404 U.S. 189, 197 (1971); *Sweatt* at *634-635, **850. Ohio's search or seizure of privacy expectations: free exercise, educational effects, equal justice, political participation, contractual, et al., compels federal protection whether judge-made, federal common law, constitutional interpretation, congressional regulation or enactment.

ARGUMENT

*"Draw [ ] upon the principles established by the cases just canvassed," Boddie at *380, incorporating Petition and Appendices fully by reference herein:*

1. Preclusion of Educational Benefits Impels Socio-Economic and Blatant Gender Discrimination

"If the impact * * * could not be plausibly explained on a neutral ground, impact itself would signal that the real classification * * * was in fact, not neutral." *Personnel Adm'r of Massachusetts v. Feeney,* 442 U.S. 256, 274-275 (1979). Statutes' covert preference for fathers by design or pretext, effects purposeful discrimination against mothers; O.R.C. Title 31's legislative classifications, differential treatment, vagueness and abstention from educational support disparately delivers dads *loopholes, explicitly elevating refusal to agree* (R.C. §§3105.65(B), 3105.10(B)) as means to evade the duty to educate. Kids turn to moms who sacrifice. Standards argued: *exceedingly persuasive justification, Miller v. Albright,* 523 U.S. 420, 482-483, cases cited there; *strict scrutiny* given fundamental rights, *Frontiero, Virginia; means and ends* given personal rights, *Weber v. Aetna, Zablocki.* O.R.C. Title 31 statutes challenged as unconstitutional, *inter alia,* §§3103.03; 3105.10; 3105.21; 3105.65; 3109.01; 3109.03; 3109.04; 3109.05; 3109.401; 3113.21; 3113.215; 3119.05; 3119.86; 3119.88, (App. 396-417), UIFSA (R.C., chapter 3115.xx, S.B.352) violating First, Fourth, Ninth and Fourteenth Amendments, 28 U.S.C. §1738B.

Neither "eliminating one class of contests", *Reed v. Reed,* 404 U.S. 71, 76 (1971), administrative convenience, *Frontiero,* 411 U.S. at 688, nor "preference for an allocation

of family responsibilities", *Orr v. Orr*, 440 U.S. 268, 279-280 (1979), can sustain arbitrary classifications, *Harper v. Va. Bd. Of Elect.*, 383 U.S. 663, 666 (1966).

2. Seizure of Appropriate Education from Gifted

Parental support is "as essential to education as any other element" *Everson v. Board of Ed. of Ewing Tp.*, 330 U.S. 1, *48 (1947) like materials and equipment, *Mitchell v. Helms*, 120 S.Ct. 2530 (2000) and transportation, *Everson*, 67 S.Ct. at 527. No direct payment is at issue. *Mitchell* at *820, **2547. Review centuries of common law duty to support, *Haxton v. Haxton*, 299 Or. 616 (Or. 1985). *Meyer, Stanton I* at *15. *Memorial Hospital v. Maricopa County*, 415 U.S. 250, at *259, 94 S.Ct. 1076, 39 L.Ed.2d 306 (1974). Gifted too, require special educational benefits "appropriate to their needs," *Dellmuth v. Muth*, 109 S.Ct. 2397, 2399 (1989), like handicapped. See *Centennial Sch. Dist. v. Commonwealth Dept. of Educ.*, 539 A.2d 785 (Pa. 1988) (seminal, district had obligation to provide gifted individualized program); *cf. Broadley v. Meridien Bd. of Educ.*, 639 A.2d 502 (Ct. 1994). "[P]arental right to reimbursement," *Sch. Comm. * * * v. Dept. of Educ. of Mass.*, 105 S.Ct. 1996, 2004 (1985) from the *state* did not extend in *J.D. ex rel. J.D. v. Pawlet Sch. Dist.*, 224 F.3d 60, 65 (2nd Cir. 2000) (gifted not eligible under IDEA); Individuals with Disabilities Educ. Act, 20 U.S.C. §§1400-1485+. 27 J.L. & Educ. 131 Journal of Law and Education January, 1998, "Gifted Students And The Right To An Ability Appropriate Education", Anne Scholtz Heim.

On Point Parental Gifted Support: Ordered to pay schooling for gifted sons, *Barnett v. Barnett*, 1999 WL 64269 (Tenn.Ct.App. 1999) *aff'd Barnett v. Barnett*, 27

S.W.3d 904 (Tn. 2000); *Pellish v. Gerhart*, 701 A.2d 594, 597 (Pa. Sup. Ct. 1997). *Cf. Hardisty v. Hardisty*, 183 Conn. 253, 262-265 (Ct. 1981). Ordered to pay college for gifted: *Ex parte Bayliss*, 550 So.2d 986, 991-995 (1989 Al.) (equal prot. denied), with appeal aft. rem., *Bayliss v. Bayliss*, 575 So.2d 1117, *cert. denied, Ex parte Bayliss II* 575 So.2d 1122; *Esteb v. Esteb*, 244 P. 264, 265-267 (*en banc*, 1926), *supp.* 246 P. 27 (father died; estate relieved). *Cf. Middlebury College v. Chandler*, 16 Vt. 683, at *2, 42 Am. Dec. 537 (1844) (not necessity since no particular genius). Other college rules: benefits *may inure post majority, Nash v. Mulle*, 846 S.W.2d 803, 806-810; out of state choice, *Saliba v. Saliba*, 753 So.2d 1095, 1102-1103 (Ms. 2000); not restricted to public higher ed [adult child], *LeClair v. LeClair*, 624 A.2d 1350, 1357 (1993); *Cf. Curtis v. Kline*, 666 A.2d 265, 271-274 (Pa. 1995) (*dissent*) (legis. classif. of *adult children* viol. equal prot.); duty includes law school, *Newburgh v. Arrigo*, 443 A.2d 1031, 1037-1038 (N.J. 1982); *In re Marriage of Kohring*, 999 S.W.2d 228, 231-234 (Mo. 1999) (order made, but economic consequences *do not* affect associational rights). *Ohio arbitrarily cast away Mitchell v. Mitchell*, 166 N.E.2d 396, *syllabus two* (1960) (1/19/99, T.d. 247-252).

3. Oust Obsolete Constitutional Thinking

Apply *Agostini v. Felton*, 521 U.S. 203, 235 (1997), post 26th Amendt., post *Saenz, Kyllo, Reno*, to overrule 'obsolete constitutional thinking.' Appropriate and Higher Education are explicit fundamental rights, subject to strict scrutiny. Gender is a suspect class. Expectations are *not* in hand, intrusions are *not* contingent upon intent. Enable Privileges or Immunities clause to make Bill of Rights applicable to states, *Oyama v. California*, 332 U.S. 633

(1948). *Disable discriminatory myths.* Apply *Graham v. Connor,* 490 U.S. 386, 395 (1989), "to employ textual constitutional provisions rather than any 'generalized notion of substantive due process.' A standard of reasonableness, *Delaware,* of *civil intrusions* must be balanced against state's legitimate interests, *Vernonia School Dist. 47J v. Acton,* 515 U.S. 646, 652-653, since '[c]onstitutional protection * * * does not disappear merely because the government has the right to make *reasonable* intrusions * * * .' *O'Connor v. Ortega,* 480 U.S. 709, 731 (1987) (SCALIA, concurring). "[T]he Fourteenth Amendment extends this constitutional guarantee to searches and seizures by state officers," *Vernonia* at *652, **2390, *T.L.O.*

Freedom of Personal Choice: Such federal constitutional "guarantee of personal privacy"; *Roe v. Wade* at *152, **726 encompasses "family relationships, * * * child rearing and education, (c/o)." *Roe* at *153, **726-727; see *Runyon v. McCrary,* 427 U.S. 160, 178, N. 15 (1976) ("Meyer-Pierce-Yoder "parental" right and the privacy right, * * * may be no more than verbal variations of a *single* constitutional right."). Embodying "the interest in independence in making certain kinds of important decisions (c/o)." *Whalen v. Roe,* 429 U.S. 589, *599-600, such autonomy protects neutral "freedom of personal choice," *Roe,* 410 U.S. at 169, against Fourth Amendment intrusions.

Equal Justice: "[T]he right to marry is part of the fundamental 'right of privacy'," *Zablocki* at *384, with "support for the fundamental importance of marriage is found in our decisions dealing with rights of access to courts in civil cases." *Id.* at *385. *Boddie, Mayer.* "The 'well-established' right of access to the courts * * * is one of these aspects of liberty that States must *affirmatively*

protect." *Lewis v. Casey*, 518 U.S. 343, *404-405+ (1996) (STEVENS, dissent) (freedom to petition). "[T]ermination of a marriage * * * requires access to the State's judicial machinery." *M.L.B. v. S.L.J.*, 519 U.S. at 102, *115 (1996). Stop Ohio from "bolt[ing] the door to equal justice." *M.L.B.*, 519 U.S. at 102-103, *quoting Griffin*, a repeated intrusion.

4. Federal Duty to Uniformly Protect Minors

Federal common law thrives. *Semtek Intern. Inc. v. Lockheed Martin Corp.*, 121 S.Ct. 1021, 1028 (2001). The Supremacy Clause "makes federal law paramount over the contrary positions of state officials; the power of federal courts to enforce federal law thus presupposes some authority to order state officials to comply." *DeRolph v. State*, 83 Ohio St. 3d 1208, 1210 (1998), quoting *New York v. United States*, 505 U.S. 144, 179 (1992). *Martin v. Hunter's Lessee*, 14 U.S. (1 Wheat.) 304, 340-41 (1816). Dual sovereignty embeds a "system of federalism in which the state courts share responsibility for the application and enforcement of federal law." *Howlett v. Rose*, 496 U.S. 356, 372-373 (1990), but the federal judiciary must "give concrete constitutional guidelines for * * * [state] courts to follow." *Dickerson v. U.S.*, 530 U.S. 428, 438-439 (2000) "when necessary to assure compliance with the dictates of the Federal Constitution." *Harris v. Rivera*, 454 U.S. 339, 345 (1981). Uniformly protect our nations' children from the states. *Ashcroft v. ACLU, COPA [Child Online Prot. Act] petition; (CAPRA) v. Sullivan*, 787 F. Supp. 738, 739 (U.S. Dist. Ct., 1992) (preemption in support); *DeSylva v. Ballentine*, 351 U.S. 570, 583 (1956) (DOUGLAS, concurring) (uniformity in protecting dependents). *Cf. U.S. v. Faasee*, 227 F.3d 660 (6th Cir. 2000),

rehearing granted (CSRA [Child Sup. Recovery Act] exceeded commerce cl. authority). Federal statutes challenged as unconstitutional, facially, as applied and in effect include: 5 U.S.C. §551; 5 U.S.C. §552a; 20 U.S.C. §1400-1485+; 28 U.S.C. §1738B; 26 U.S.C. §529; 42 U.S.C. §§651, *et seq.*, 42 U.S.C. §405 et al. Age, wealth, socio-economic, mental and personal characteristics' discrimination is rampant for multiple legislative classifications.

5. Internet and Local Release of Personal Info

"Constitutional recognition of individual security against unwarranted state intrusion," *Arizona v. Evans*, 115 S.Ct. 1185, 1198 (1995) (GINSBURG, dissent) precludes "governmental intrusion into the privacy of the home." *Runyon*, 96 S.Ct. at 2598. *Whalen*, 97 S.Ct. at 879 opined "the threat to privacy implicit in the accumulation of vast amounts of personal information in computerized data banks or other massive governmental files." *Reno v. Condon*, 120 S.Ct. 666 (2000) nixed states release of personal information[5] as a violation of Commerce Clause. *Kyllo* sidestepped question of Fourth Amendment protections against technology in widespread usage; for Internet, *see American Library Ass'n v. Pataki*, 969 F. Supp. 160, 184 (S.D.N.Y. 1997) ("the unique nature of cyberspace necessitates uniform national treatment"); *ACLU v. Reno*, 217 F.3d 162, 168-169 (3rd Cir. Pa. 2000), *cert. granted, Ashcroft v. ACLU*, 121 S.Ct. 1997 (May, 2001).

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[5] *See* conflicts among districts in paper, "Privacy and Access to Electronic Case Files in the Federal Courts," *www.uscourts.gov/privacy.pdf* (federal disclosural rights debate) incorporated by reference.

Federal "intrusion into state affairs is * * * justified when the state court has * * * failed to provide the constitutional minimum of protection." *Harris v. Reed,* 489 U.S. 267 (STEVENS, concurring) since "every unjustifiable intrusion by the government upon the privacy of the individual, whatever the means employed, must be deemed a violation of the Fourth Amendment." *Olmstead v. U.S.,* 277 U.S. 438, 478 (1928) (BRANDEIS, dissent). *Griswold,* 381 U.S. at 484-485. Avail relief to all.

Duty to Avert Disclosure: Ohio failed its duty to implement means to avoid unwarranted disclosures of personal data, *Whalen,* 429 U.S. at 605, and to comply with federal regulations. *Reno,* 120 S.Ct. at 672 quoting *South Carolina v. Baker,* 485 U.S. 505, 514-515 (1988). The Privacy Act of 1974, 5 U.S.C. §552, §552a note, uncodified Section 7(a), (b), Pub. L. 93-579. Personal data is to be redacted by courts prior to records availed as public documentation. *Heights Comm. Congress v. Vet. Admin.,* 732 F.2d 526 (6th Cir. 1984); *Kallstrom v. City of Columbus,* 136 F.3d 1055, 1062 (6th Cir. 1998). Burden to disable public documentation of private data employed within judicial proceedings rests on state. *Cox Broadcasting v. Cohn,* 420 U.S. 469, 496 (1975). Standard of review determines government's interest in disclosure. *Greidinger v. Davis,* 988 F.2d 1344, 1353-1354 (4th Cir. 1993).

Entwinement: The question of entwinement of court clerks and 26 U.S.C. §529 prepaid college entities, as state officers making policy is ripe: *Brentwood Acad. v. Tennessee,* 121 S.Ct. 924, 930-931 (2001); *College Savings v. Florida Prepaid Postsecondary Educ. Expense Bd.,* 119 S.Ct. 2219, 2233 (1999) (STEVENS, dissent); *McMillian v. Monroe Cty. Alabama,* 117 S.Ct. 1734, 1743 (1997) (GINSBURG, dissent). *Maricopa* at *256, **1081. A clerk's letter (App. 160,

163-164) is a court order. *Burns v. Ohio*, 360 U.S. 252, 254-257 (1959). Ohio Tuition Trust Authority sets forth state's college savings over time policy. *Injunctive relief* for *all* persons effected by unconstitutional privacy practices is sought. Inter alia, the constitutionality of Ohio's records release and supervision statutes are challenged, as applied, in effect, facially: §§149.43; 2303.03; 2303.08; 2303.26; 2303.31; Title 31 provisions, in violation of First, Fourth, Fourteenth Amendments. Also statutes and practices enabling worldwide release of personal information conflicts with *Whalen, Reno*, 5 U.S.C. §552a.

Armory of Congressional powers: Family law once governed by states, *Sosna v. Iowa*, 419 U.S. 393 (1975) is no longer exclusive, *Garcia v. San Antonio*, 469 U.S. 528 (1985). The "presumption against pre-emption * * * can be overcome * * * " *Egelhoff v. Egelhoof*, 121 S.Ct. 1322, 1330 (2001).

"Congress, not the courts, must remain primarily responsible for striking the appropriate state/federal balance." *U.S. v. Morrison*, 120 S.Ct. 1740 (2000) Part I-A (BREYER, dissent). "Congress' power 'to enforce' * * * includes the authority both to remedy and to deter violation of rights guaranteed thereunder by prohibiting a somewhat broader swath of conduct, including that which is not itself forbidden by the Amendment's text (c/o)" *Kimel v. Florida*, 528 U.S. 62, 81 (2000). No "plain showing that Congress has exceeded its constitutional bounds," has been met, *Morrison*, 120 S.Ct. at 1748. Congress took that "hard look," *Morrison*, 120 S.Ct. at Part I-B (BREYER, dissent), even making plain statements of congressional intent, *Gregory v. Ashcroft*, 501 U.S. 452, 460-461 (1991).

Although "[e]very law *enacted* by Congress must be based on *one or more* of its powers *enumerated* in the

Constitution," *Morrison*, 120 S.Ct. at 1748, its armory is full: spending powers, *South Dakota v. Dole*, 483 U.S. 203, 206 (1987), *United States v. Butler*, 297 U.S. 1 (1936), "cooperative federalism," *Hodel v. Virginia*, 452 U.S. 264, 288-289 (1981), *FERC v. Mississippi*, 456 U.S. 742, 764-765 (1982), implied powers, *McCulloch*; Commerce Clause's aggregation principle, *Wickard v. Filburn*, 317 U.S. 111 (1942), or via release into interstate stream, *Reno*, 528 U.S. at 148. Like *Reno*, Petitioner bypasses "substantial effects" and argues second category, *U.S. v. Lopez*, 514 U.S. 549, 588 (1995). Fourteenth Amendment, §5 powers are wobbly, post *Bd. Of Trustees of Univ. of Alabama v. Garrett*, (2001) (BREYER, dissent) (saps §5 of independent force).

FFCCSOA and UIFSA Evolve From '92 Blueprint: The 1997 Supplement to Child Support Guidelines, §4.05, pp. 4-21-4-30, references the U.S. Commission On Interstate Child Support as recommending via *Supporting Our Children: A Blueprint for Reform* (1992) **that states change existing laws to allow decision makers the discretion to award child support up to age 22** if the child is enrolled in good standing at a postsecondary or vocational school, supra, at §4.05(d), p. 4-30, FN97. "Congress *acted* on the *recommendations* of the Commission with a variety of legislative efforts [] [including] ***Full Faith and Credit for Child Support Orders Act***, Pub.L. No. 103-383, §3(a), 108 Stat. 4063, 4064 (1994) (codified at 28 U.S.C. §1738B)," *U.S. v. Kramer*, 225 F.3d 847, 855 (7th Cir. Ind. 2000).[6]

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[6] *Kramer* traces the *unenacted* Uniform Interstate Family Support Act ("UIFSA"), as emanating from that *Blueprint*. Elsewhere UIFSA is described as "a model state law," *Nunnery v.*

CONCLUSION

Listen to experts, Lenore Weitzman, and Judith Wallerstein[7] who have correlated the lifelong socio-economic scars debilitating mothers and children with courts' failure to order educational support. This petition for a writ of certiorari should be granted.

Respectfully submitted,

DEE ELLEN GARRISON BARDES
Petitioner, pro se
SAMUEL POGUE TODD IV
Minor Child, age eleven
GARRISON BARDES TODD
Minor Child, age nine
1035 Paxton Avenue
Cincinnati, OH 45208-2828
513/871-4959

August 31, 2001

Florida, 102 F. Supp. 2d 772, 776 HN1, (E.D.Mich. Jun. 30, 2000), "to create uniformity * * * ," a trend noted in *"A Matter of Interpretation, Federal Courts and the Law,"* by Justice A. Scalia, 1997, Princeton Univ. Press, p. 12, FN10. 42 U.S.C. §666(f) sets UIFSA date.

[7] The *myth* "that fathers who see their children regularly, who are financially secure, and who value education, will provide the financial assistance necessary for their children's higher education," *"The Long Term Impact of Divorce on Children, A First Report from a 25 year Study,"* T.d. 156, 7/29/97 Vol. V, #20, p. 6-9, has *long been debunked* via Judith S. Wallerstein, Ph.D, who coauthored such study with Julia Lewis, Ph.D, published in 2000, as *"The Unexpected Legacy of Divorce,"* Hyperion, New York City, with S. Blakeslee, ISBN 0-7868-6394-3, *read p. 250-254.* Petitioner thanks Dr. Lewis for advancing that study in full for the courts' review, as first raised in support of 7/29/97 P's Emerg. Mot, re Children's Equal Rights to Appropriate Education Due to Policy, T.d. 159 with five binders of policy, statistics, and on point cases, T.d. 154-158.

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[SEAL] **Attorney General**
Betty D. Montgomery

August 29, 2001

Dee Ellen Garrison Bardes
1035 Paxton Avenue
Cincinnati, OH 45208-2828

Dear Ms. Bardes:

I received the packet of materials about your lawsuit against Mr. Todd. As promised in our telephone conversation, I had an individual from our Health and Human Services section review the materials for potential interest.

However, after review, it has been concluded that this office has no interest in intervening in your case at this time. If the United States Supreme Court does grant a writ of certiorari in this case, please let me know, and our office will reevaluate the case at that time.

In addition, if there is any way in which I can be of further help to you, please let me know.

Sincerely,

BETTY D. MONTGOMERY
Attorney General

/s/ Elise Porter
ELISE PORTER
Senior Attorney
Chief Counsel's Staff
Ohio Attorney General's Office
30 East Broad Street, 17th Floor
Columbus, OH 43215-3428

APPENDIX A

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES, Plaintiff-Appellant, vs. SAMUEL POGUE TODD III, Defendant-Appellee.	APPEAL NO. C-000055 TRIAL NO. DR-9402798 OPINION (FILED OCT. 13, 2000)

Civil Appeal From: Hamilton County Court of Common Pleas, Division of Domestic Relations
Judgment Appealed From Is: Affirmed
Date of Judgment Entry on Appeal: October 13, 2000

Dee Ellen Garrison Bardes, pro se,
Law Offices of Strauss & Troy and *William S. Abernethy, Jr.,* for Appellee.

PAINTER, Judge.

In August 1994, plaintiff-appellant Dee Ellen Bardes filed for divorce, seeking to terminate her six-year marriage to defendant-appellee Samuel Todd and to gain custody of the couple's two children, then ages four and three. In December of 1999, the trial court entered a decree of divorce that incorporated prior property-settlement stipulations, as well as a final decree of shared

parenting that adopted an amended plain submitted by Todd. Bardes has filed a timely appeal to this court in which she raises six assignments of error.

Since 1994, this case has generated a massive record. The sheer number of motions, and their voluminous, multi-faceted exploration of issues, is testament to a vast consumption of time and resources on the part of the parties, as well as associated court personnel. We wish to commend the trial court's patience and diligence in providing Bardes, proceeding *pro se* since 1996, with every opportunity to be heard on issues in which she clearly holds a deep conviction. We hope today, however, to finally decide these issues and to close this case so that all parties may move forward with their lives. To this end, we overrule Bardes's assignments of error and affirm the judgment of the trial court.

Unless otherwise stated below as required by a particular assignment of error, we review a domestic relations court's determinations according to an abuse-of-discretion standard.[1] In order to recognize an abuse of discretion, we must be confronted with more than an error of judgment.[2] Rather, there must be no sound reasoning process to support the trial court's decision.[3]

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[1] *Booth v. Booth* (1989), 44 Ohio St.3d 142, 144, 541 N.E.2d 1028, 1030.

[2] *Id.*

[3] *AAAA Ent., Inc. v. River Place Community Urban Redevelopment Corp.* (1990), 50 Ohio St.3d 157, 161, 553 N.E.2d 597, 601; *State v. Echols* (1998), Ohio App.3d 677, 700, 716 N.E.2d 728, 744.

I. The Dependency Exemptions

Bardes first assigns as error the trial court's distribution between the parents of the minor children's tax dependency exemptions and tax credits in the shared-parenting plan adopted by the court. Bardes does not dispute the method of allocation itself, which was in accordance with the parties' 1997 property-settlement stipulations. Rather, she claims that because the tax dependency exemptions and tax credits were originally characterized as property by the parties, the trial court had no authority to include them in the shared-parenting plan. The net effect to which Bardes objects is that their inclusion in the shared-parenting plan made the exemptions and credits in the nature of child support, and therefore subject to the continuing jurisdiction of the trial court. By contrast, matters of property distribution, as agreed by the parties and adopted by the trial court, are not typically subject to the continuing jurisdiction of the court.

We uphold the decision of the trial court for two reasons. First, R.C. 3113.21(C)(1)(e) provides in pertinent part that "[w]henever a court modifies, reviews, or otherwise reconsiders a child support order, it may reconsider which parent may claim the children who are the subject of the child support order as dependents for federal income tax purposes * * * ." The statute makes no exception for exemptions previously allocated and characterized as property by agreement of the parties. To the extent that a private contract clause seeks to circumvent a statutory grant of authority that is based on public policy,

the clause is void.[4] We hold that the clause in the parties' property-settlement stipulations that seeks to characterize dependent tax exemptions as property is void as contrary to statutory authority based on public policy, but only to the extent the characterization seeks to avoid the continuing jurisdiction of the trial court. The trial court did not abuse its discretion in placing the agreed allocation of dependent tax exemptions in the adopted shared-parenting plan.

Second, there would be no error even absent the clear statutory authority granted to the trial court. While the Ohio Supreme Court initially had characterized dependency exemptions as marital property,[5] upon reconsideration in the context of continuing jurisdiction, the court modified the *Hughes* syllabus in *Singer v. Singer*[6] to delete any reference to marital property. In *Singer*, the court considered circumstances that predated the then recently enacted R.C. 3113.21. The court held that the juvenile court retained jurisdiction over its orders concerning custody, care, and support of children, even when the court's initial order was based on an agreement between the parents of the child.[7] Determining that the allocation of a tax exemption concerned the support of the child, the

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[4] See *Disciplinary Counsel v. Coleman* (2000), 88 Ohio St.3d 155, 158, 724 N.E.2d 402, 404; *Bell v. N. Ohio Tel. Co.* (1948), 149 Ohio St. 157, 158, 78 N.E.2d 42, 43; *Marsh v. Lampert* (1998) 129 Ohio App.3d 685, 687, 718 N.E.2d 997, 998.

[5] *Hughes v. Hughes* (1988), Ohio St.3d 165, 518 N.E.2d 1213, paragraph one of the syllabus.

[6] *Singer v. Singer* (1992), 63 Ohio St.3d 408, 413, 588 N.E.2d 806, 810.

[7] *Id.* at 413, 588 N.E.2d at 810-811.

court reasoned that an artificial distinction would be created if orders to pay support were modifiable but orders allowing a dependency exemption were not.[8]

Bardes's first assignment of error is overruled.

II. The Class Action

Bardes's second assignment of error concerns the trial court's denial of two motions that we construe collectively as a motion for class-action certification under Civ.R. 23(A) and (B)(2), or (B)(3). Bardes sought the certification of a class to be known as "Ohio Mothers," who were or would be "subject to" R.C. 3109.05, 3113.215, 3103.03, and 3105.21, and R.C. Chapter 3111. These statutes relate generally to support obligations, orders for support of children, and parentage, respectively.

We begin by noting, as we have recently, that the broad discretion of a trial court in determining whether a class action may be maintained will not be disturbed on appeal absent a showing of an abuse of discretion.[9] Particularly where the trial court has decided not to certify a class, an abuse of discretion should be recognized cautiously.[10] We also note, however, that while it is not mandatory for a trial court to make formal findings in support of its decision on a motion for class certification,

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[8] *Id.* at 414, 588 N.E.2d at 811.

[9] *Hinkston v. The Finance Co.* (May 12, 2000), Hamilton App. No. C-980972, unreported, quoting *Marks v. C.P. Chem. Co., Inc.* (1987), 31 Ohio St.3d 200, 509 N.E.2d 1249, syllabus.

[10] *Hinkston*, supra, quoting *Marks*, supra, at 201, 509 N.E.2d at 1252.

the Ohio Supreme Court has suggested that the court make separate findings as to each of the class-action requirements and specify its reasoning as to each finding.[11] Similarly, it is rare that the pleadings in a case requesting class certification are so clear that it is possible to determine whether certification is proper without first conducting a hearing.[12] This is one of those rare cases in which neither an evidentiary hearing nor separate findings on the part of the trial court are necessary for this court to uphold the trial court's decision.

To have a class action certified, the plaintiff must show that all of the seven requirements of Civ.R. 23(A) and (B) are met, and the failure of any one of those seven requirements will result in the denial of certification.[13] The seventh requirement of class certification is that one of the three Civ.R. 23(B) requirements be met.[14] Without deciding whether Bardes's proposed class meets the initial six requirements, we hold that the trial court did not abuse its discretion by denying certification based only on Bardes's request to certify the class under Civ.R. 23(B)(2) or (3).

Civ.R. 23(B)(2) requires that "the party opposing the class has acted or refused to act on grounds generally

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[11] *Hamilton v. Ohio Sav. Bank* (1998), 82 Ohio St.3d 67, 70-71, 694 N.E.2d 442, 447. See, also, *Isaak v. Trumbull S. & L. Co.* (Aug. 4, 2000), Trumbull App. No. 99-T-0077, unreported.

[12] *Warner v. Waste Mgt., Inc.* (1988), 36 Ohio St.3d 91, 98-99, 521 N.E.2d 1091, 1098.

[13] *Hinkston*, supra, citing *Schmidt v. Avco Corp.* (1984), 15 Ohio St.3d 310, 313, 473 N.E.2d 822, 824.

[14] *Hamilton*, supra, at 71, 694 N.E.2d at 448.

applicable to the class, thereby making appropriate injunctive relief or corresponding declaratory relief with respect to the class as a whole." From the record, it is clear that Todd has merely asserted his rights under the Revised Code. Not only is injunctive or declaratory relief inappropriate as to Bardes under these circumstances, but Todd would also clearly be unable to satisfy any judgment as to all the Ohio mothers proposed as a class.

For a class to be certified under Civ.R. 23(B)(3), the trial court must find, among other things, that "a class action is superior to other methods for the fair and efficient adjudication of the controversy." Again, from the record, it is clear that whatever exception Bardes has taken to Todd's position on matters of child support, the controversy is best adjudicated only between the original parties.

Bardes's second assignment of error is overruled.

III. Release of Personal Data

In her third assignment of error, Bardes complains that the trial court erred in not obtaining the consent of the parties for release of personal data, and by failing to adopt measures that would prevent the release of personal data filed with the court.

The Ohio Supreme Court has held that "[a]ny document appertaining to, or recording of, the proceedings of a court * * * is a 'public record' and 'required to be kept' within the meaning of R.C. 149.43. Absent any specific statutory exclusion, such record must be made available

for public inspection."[15] More recently, however, the court has ruled that Social Security numbers are exempt from the Public Records Act under R.C. 149.43(A)(1) and subject to the federal constitutional right to privacy.[16] When it is ordered under the Public Records Act to disclose documents containing a Social Security number, the appropriate remedy is for the concerned party to move the court to direct the clerk of courts to redact the Social Security number.[17]

After a review of the record, we can find no denied motion that could be characterized as a motion for redaction of Social Security numbers. We also find no motion to have Bardes's record sealed. Consequently, there is no action on the part of the trial court for us to review.

We also note that if Bardes's third assignment of error is intended to be a general complaint regarding the policies of the clerk of courts, it is inappropriately raised here. Todd is not the appropriate party to defend a legal challenge regarding the policies and procedures of the clerk of courts, and the clerk of courts is not a party to this action.

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[15] *State ex rel. Mothers Against Drunk Drivers v. Gosser* (1985), 20 Ohio St.3d 30, 485 N.E.2d 706, paragraph one of the syllabus.

[16] *State ex rel. WLWT-TV5 v. Leis* (1997), 77 Ohio St.3d 357, 361, 673 N.E.2d 1365, 1369, citing *State ex rel. Beacon Journal Publishing Co. v. Akron* (1994), 70 Ohio St.3d 605, 640 N.E.2d 164.

[17] See, generally, *State ex rel. Barth v. Kapla* (Apr. 13, 1993), Cuyahoga App. No. 62406, unreported, 1993 WL 120249.

The third assignment of error is not well taken.

IV. Private Schooling and College Education

In her final three assignments of error, Bardes raises various issues about the failure of the trial court to order Todd to share in the current cost of private-school education for the minor children, and to contribute to the minor children's future college education.

Bardes first asks this court to hold that her children's constitutional rights have been violated. We find no case law to support a holding that paid attendance at a private school or college of one's choice is a fundamental right guaranteed by the Constitution, even for the most gifted of children. We decline the invitation to create a novel fundamental right.

Next, Bardes asks us to hold that her constitutional rights have been violated. Again, we find no case law to support the proposition that Bardes has a fundamental right to be reimbursed for payment of private school or future college tuition in the furtherance of her children's education. We again decline the invitation to invent a novel fundamental right.

Finally, Bardes seems to be unclear as to whether the trial court properly issued a valid separate order for extraordinary medical expenses. She is also unclear whether payment by Todd towards expenses for private education and future college tuition for the minor children were included in the order. If no order issued from the trial court requiring Todd to share in the minor children's private school and future college expenses, then Bardes claims the trial court abused its discretion.

R.C. 3113.215(B)(5)(f) appears to be the source of Bardes's confusion. This statute provides in pertinent part that while the trial court shall not order additional child support for normal uninsured medical or dental expenses beyond that child support assessed in conformance with the appropriate schedule, "[t]he court shall issue a separate order for extraordinary medical or dental expenses, including but not limited to, orthodontia, psychological, appropriate private education, and other expenses, and may consider the expenses in adjusting a child support order."

From the record, it appears clear that the trial court did issue an appropriate separate order for allocation of extraordinary uninsured medical, dental, hospital, prescription, optical, and orthodontic expenses. It also appears clear that the trial court intentionally did not issue a separate order requiring Todd to share in the costs of the children's private-school education. Instead, in the decree of divorce, the court specifically stated that Todd would not be required, until further order of the court, to contribute to the cost of private elementary or secondary education for the parties' children. This section of the decree specifically adopted the decision of the magistrate.

There was no abuse of discretion by the trial court in adopting the magistrate's decision. The record states that, as a result of the parties' stipulations, Todd's disposable income after total expenses was $179 per month, or $2,148 per year. We conclude that the court's decision to exempt Todd under those circumstances from sharing in private-school tuition fees of over $15,000 per year was supported by sound reasoning.

It also appears clear from the record that Todd is under no current court-ordered obligation to set aside or otherwise allocate money for the benefit of his children's future college expenses. There was no abuse of discretion in the trial court's failure to order Todd to make such an allocation. Indeed, the court would have erred had it done so. It is well settled in Ohio that, without the specific agreement of the parties and the adoption of the specific agreement by the trial court, the trial court has no authority to order that money be set aside for the future college expenses of a minor child, when the money would be used only after the child reaches the age of majority.[18]

Bardes's remaining assignments of error are overruled, and the trial court's judgment is, accordingly, affirmed.

Judgment affirmed.

HILDEBRANDT, P.J., and SUNDERMANN, J., concur.

Please Note:

The court has recorded its own entry on the date of the release of this Opinion.

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[18] *Miller v. Miller* (1951), 154 Ohio St. 530, 97 N.E.2d 213, paragraph two of the syllabus; *Sylvester v. Sylvester* (1969), 21 Ohio App.2d 58, 254 N.E.2d 699; *Pratt v. McCullough* (1995), 100 Ohio App.3d 479, 482-483, 654 N.E.2d 372, 374; *Bailey v. Mitchell* (1990), 67 Ohio App.3d 441, 442-443, 587 N.E.2d 358, 359; *Maphet v. Heiselman* (1984) 13 Ohio App.3d 278, 279, 469 N.E.2d 92, 94; *Verplatse v. Verplatse* (1984), 17 Ohio App.3d 99, 101, 477 N.E.2d 648, 652.

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES,	:	APPEAL NO. C-000055 TRIAL NO. DR-9402798
Plaintiff-Appellant,	:	JUDGMENT ENTRY (FILED OCT. 13, 2000)
vs.	:	
SAMUEL POGUE TODD III,	:	
Defendant-Appellee.	:	

This cause having been heard upon the appeal, the record and briefs filed herein and arguments and

Upon consideration thereof, this Court Orders that the judgment of the trial court is affirmed for the reasons set forth in the Opinion filed herein and made a part hereof.

Further, the Court holds that there were reasonable grounds for this appeal, allows no penalty and Orders that costs are to be taxed in compliance with App. R. 24.

The Court further Orders that 1) a copy of this Judgment with a copy of the Opinion attached constitutes the mandate, and 2) the mandate be sent to the trial court for execution pursuant to App. R. 27.

To The Clerk:

Enter upon the Journal of the Court on October 13, 2000 per Order of the Court.

By: /s/ Hildebrandt
Presiding Judge

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES

Appellant,

vs.

SAMUEL POGUE TODD III

Appellee,

APPEAL NO. C-000055

ENTRY OVERRULING MOTION TO CERTIFY CONFLICT, OVERRULING APPLICATION FOR RECONSIDERATION, OVERRULING MOTION TO STAY, AND STRIKING FILING

(FILED NOV. 3, 2000)

This cause came on to be considered upon the PRO SE motion of the appellant filed herein for an Order of this Court to certify this appeal to the Ohio Supreme Court as a conflict and upon the application for reconsideration; and upon the PRO SE motion to stay execution of the judgment pending further appeal, and

The Court, upon consideration thereof, finds that the motions and application are not well taken and are overruled.

Further, the transcript of the hearing held in this Court on September 19, 2000 having been filed on October 19, 2000 and docketed as "Appearances" is hereby stricken as there is no provision with the rules to file same.

To The Clerk:

Enter upon the Journal of the Court on 11/3/00 per order of the Court.

By: /s/ Hildebrandt (Copies sent to all
Presiding Judge counsel)

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES

Appellant,

vs.

SAMUEL POGUE TODD III

Appellee,

APPEAL NO. C-000055

ENTRY OVERRULING MOTION FOR STAY AND APPLICATION FOR RECONSIDERATION

This cause came on to be considered upon the PRO SE motion of the appellant filed herein for a Stay and upon the PRO SE application for reconsideration, and

The Court, upon consideration thereof, finds that the motion and application are not well taken and are overruled.

To The Clerk:

Enter upon the Journal of the Court on 12/1/00 per order of the Court.

By: /s/ Hildebrandt
Presiding Judge

(Copies sent to all counsel)

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES Appellant, vs. SAMUEL POGUE TODD III Appellee,	APPEAL NO. C-000055 ENTRY OVERRULING MOTION TO COMPEL CLERKS TO REDACT PRIVATE DATA PRIOR TO SCANNING OR AVAILING PUBLIC ACCESS, OR IN THE ALTERNATIVE NOT TO SCAN DOCUMENTS CONTAINING PRIVATE DATA, OR IN THE ALTERNATIVE TO SEAL APPENDIX TO BRIEF (ENTERED JUNE 2, 2000)

This cause came on to be considered upon the PRO SE motion of the appellant filed herein to; compel clerks to redact private data prior to scanning or availing public access, or in the alternative to not scan documents containing private data, or in the alternative to seal appendix to brief containing personal data and the supplemental motion and memo filed herein on May 24, 2000

The Court, upon consideration thereof, finds that the motion is not well taken and is overruled.

To The Clerk:
Enter upon the Journal of the Court on 6/2/00 per order of the Court.

By: /s/ Hildebrandt
Presiding Judge

(Copies sent to all counsel)

IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO

DEE ELLEN G. BARDES
Appellant
SAMUEL POGUE TODD III
Appellee

APPEAL NO. C-000055
ENTRY STRIKING FILING OF MAY 29, 2001

This cause came on to be considered upon the PRO SE "Plaintiff/appellant/petitioner's Motion invoking limited concurrent jurisdiction & seeking relief to facilitate and enable federal jurisdiction by the United States Supreme Court" filed herein on May 29, 2001, and

The Court *sua sponte* strikes same for failure to comply with the Rules of Appellate Procedure.

To The Clerk:

Enter upon the Journal of the Court on 6/15/01 per order of the Court.

By: Gorman, J. **(Copies sent to all counsel)**
Presiding Judge

APPENDIX B

T.d. 345

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes	:	Case No.: DR9402798
Plaintiff	:	File No: E194749
	:	CSEA No:
– vs. –	:	**DECISION**
Samuel Pogue Todd III	:	Judge Cunningham
Defendant	:	

(ENTERED JAN. 26, 2000)

The above captioned matter came before the Court pursuant to Plaintiff's Emergency Motion filed on January 24, 2000. Defendant, having been duly notified and served with the motion, informed the Court by entry filed January 27, [sic] [26] 2000 that he will not be filing a response to the motion (see attached entry). The Court shall consider Plaintiff's motion without oral hearing pursuant to Civil Rule 7(B)(2) and without response by Defendant.

Upon consideration of Plaintiff's motion, the Court hereby decides as follows:

1. The Court finds Plaintiff's 11/30/99 motion to set aside is not well-taken and same is hereby denied. Plaintiff's right to appeal any issue is not a matter appropriately before this Court.

2. The Court finds Plaintiff's motion for relief from judgment is not well-taken and same is hereby denied.

3. Plaintiff's objection relative to "modifiability of life insurance" is not well-taken and same is hereby overruled. Father's shared parenting plan provides on page 19 Sec. 15 that this Court "shall retain continuing jurisdiction to modify any and all issues relating to the minor children as set forth herein, except Provision 12, Life Insurance. Jurisdiction over the issue of life insurance is limited to enforcement of said provision."

4. Plaintiff's objection to "continuing duration of health insurance provisions & inaccurate QMCSO" is not well-taken and same is hereby overruled.

5. Plaintiff's request that this Court certify the within action to the Supreme Court of Ohio is not well-taken and is again overruled.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES SS #: 270-52-9846 DOB: 07/21/56 Plaintiff	:	CASE NO: DR9402798 FILE: E 194749 CSEA #AA89964/01 Judge Penelope Cunningham Magistrate William Murphy
vs.	:	FILING REGARDING
SAMUEL POGUE TODD III SS #: 293-56-1656 DOB: 10/9/54 Defendant	:	PLAINTIFF'S EMERGENCY MOTION FILED ON JANUARY 24, 2000

(ENTERED JAN. 26, 2000)

Upon review of Plaintiff's Emergency Motion filed herein on January 24, 2000, Defendant states that he will not file a response to that Motion. Therefore, the Court may rule on that Motion without a response thereto from Defendant.

WHEREFORE, Defendant prays that Plaintiff's Emergency Motion filed January 24, 2000 be overruled.

STRAUSS & TROY

By: William S. Abernethy, Jr.
William S. Abernethy, Jr.
(0002137)
Attorney for Defendant
The Federal Reserve Building
150 East Fourth Street
Cincinnati, Ohio 45202
(513) 621-2120

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed via ordinary U.S. Mail to Ms. Dee Ellen Garrison Bardes, 1035 Paxton Avenue, Cincinnati, Ohio 45208 on this 26th day of January, 2000.

/s/ William S Abernethy, Jr.
William S. Abernethy, Jr.

T.d. 342

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes Plaintiff	ENTER /s/ Cunningham, J.
270-52-9846 7/21/56 SS# DOB	Date 12/2/99
-vs/and-	Case No. A- DR9402798
Samuel P. Todd, III Defendant	File No. E- 194749-0-7
293-56-1656 10/9/54 SS# DOB	CSEA AA: AA89964/01
	Judge: Cunningham
	FINAL DECREE OF SHARED PARENTING

(ENTERED DEC. 30, 1999)

This cause came before the Court on this 2nd day of December 1999 upon the request of the Defendant (Father) for an order granting him shared parental rights and responsibilities for the care of the minor child(ren) namely: Samuel P. Todd, IV (DOB: 2/19/90) and Garrison Bardes Todd (DOB: 9/26/91) and the Second Amended shared parenting plan submitted by the Defendant (Father).

Wherefore, upon review of the plan, the Court approves said plan and grants Final Decree of Shared Parenting to the parties in accordance with the plan attached hereto and incorporated herein.

The Court finds that the plan incorporated into this decree is presently in the best interest of the minor child(ren).

The Court further finds that findings of fact/conclusions of law are not required, are hereby waived by the parties, or have been addressed elsewhere by the Court. This plan is submitted in accordance with O.R.C. § 3109.04 (D) (1) (a) (iii) and is modifiable absent the express agreement of the parties.

This decree is effective as of the date filed or _____ (effective date).

MOTHER Dee Ellen Garrison Bardes, Plaintiff Pro Se	ATTORNEY FOR MOTHER
/s/ Samuel P. Todd, III FATHER Samuel P. Todd, III	/s/ William S. Abernethy, Jr. ATTORNEY FOR FATHER William S. Abernethy, Jr.

T.d. 342

EXHIBIT C

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	**CASE NO. DR9402798**
	FILE: E 194749-0-7
Plaintiff	Judge Penelope Cunningham
vs.	Magistrate William Murphy
SAMUEL POGUE TODD III	
Defendant	FATHER'S PROPOSED SECOND AMENDED SHARED PARENTING PLAN

(ENTERED DEC. 30, 1999)

THIS FATHER'S PROPOSED SECOND AMENDED SHARED PARENTING PLAN (hereinafter referred to as "Plan") is submitted by Defendant, Samuel Pogue Todd III (hereinafter referred to as "Father") this ___ day of September, 1999, pertaining to the allocation of parental rights and responsibilities between Mother and Father, pursuant to Court requested changes as set forth on the Entry of September 1, 1999;

WITNESSETH:

WHEREAS, the parties hereto are Father and Plaintiff, Dee Ellen Garrison Bardes (hereinafter referred to as

"Mother") having been married at Cincinnati, Ohio on May 26, 1988, and have two children born as issue of their marriage, to wit, Samuel Pogue Todd IV, born February 19, 1990; Garrison Bardes Todd, born September 26, 1991. The parties together have no other issue, living or deceased, and have not adopted any child(ren);

WHEREAS, Father requests that the Court allocate Mother's and Father's parental rights and responsibilities in accordance with this Plan, pursuant to Ohio Revised Code 3109.04(d)(1)(a)(iii), anticipating a sharing of time with the parties' minor children, as further detailed below;

NOW, THEREFORE, Father requests that the court order the following:

1. Physical and Legal Aspects for Care of the Children

1.1 The parties shall share the physical and legal care of their minor children, Samuel and Garrison, all as hereinafter provided. Each party acknowledges that the other is now and always has been a loving, caring parent whose responsibilities as a Mother or Father have always been fulfilled. In the interest of family harmony and for the benefit of the well-being of the children, each party shall encourage their children to love, respect and admire the other parent. Mother and Father shall consult with each other on matters relating to the minor children and shall make decisions relating to such matters in accordance with this Plan. Pursuant to O.R.C. §3109.04(K)(6), each parent, regardless of where either child is physically located or with whom either child is residing at a particular point in time, is hereby specified as the "Residential Parent" and/or the "Residential Parent and Legal Custodian" and/or the "Custodial Parent" of each child.

1.2 Allocation of Time With Each Parent

1.2.1 Routine Schedule

1.2.1.1 Father shall share time with the parties' minor children as follows:

1.2.1.1.1 Every other weekend from 6:00 PM on Thursday to the following Monday morning when Father shall deliver them either to school and or to the location specified by Mother whether the Mother's home, athletic club, child care or other geographically-reasonable destination between 8:00 a.m. and 8:15 a.m.

1.2.1.1.2 Every other Thursday from 6:00 PM until Friday at 6:00 PM. when Father shall deliver the children to the location specified by Mother whether the Mother's home, athletic club, child-care or other geographically reasonable destination; in the event that Mother plans to take the children out-of-town over the weekend, Mother may pick up the children during/after school on Friday with written agreement of Father.

1.2.1.1.3 Mother shall drop the children off at Father's home, athletic club, child-care or other geographically reasonable destination specified by Father on such Thursday evenings, provided however that Father's home is located within seven miles of Mother's home. In the event that Father would relocate to a new residence which is seven miles or more away from Mother's residence, Mother shall optionally elect whether to

drop off the children at Father's new residence or at a geographically reasonable and mutually-agreeable destination. Father shall have the same options for the return of the children in the event that Mother relocates to a new residence, which Mother's new residence is not physically located within seven (7) miles of Father's residence, such present residence's addresses as defined in paragraph 3.1.

1.2.1.1.4 All other time allocated below to Father for vacations and holidays.

1.2.1.2 Mother shall share time with the parties' minor children at all times not specifically allocated herein to Father.

1.2.1.3 Each party shall be responsible for delivering the children to the mutually agreed upon location to end his or her time with the children, unless specifically agreed to otherwise or otherwise provided herein. The parent who has the children at the time shall be responsible for providing transportation for the children to and from school and activities unless other arrangements have been made by the parties.

1.2.2 Vacations & Holidays

1.2.2.1 Vacations

1.2.2.1.1 Each parent is entitled to take the parties' minor children for a maximum of four weeks of vacation during each year, with no vacation to exceed two weeks at a time; vacations may be spent at any location including each

parent's respective homes or elsewhere. A maximum of three of such four weeks may be exercised by either parent during the children's summer school vacation, which generally occurs in the period, June through August. Each parent shall give the other a minimum of thirty days' written notice of his or her intent to exercise this right, including the dates and places for the scheduled vacation(s), if known. The parties acknowledge that this notice is not required for (a) those weekends or weekdays either parent may choose to take the children away during his/her routine schedule set forth above and (b) during his/her holiday schedule set forth below.

1.2.2.1.2 Each parent shall be flexible regarding requests for changes in the routine schedule preceding and or following any vacation, in order to accommodate the non-vacationing parent's need (a) to ready the children for such vacation and or (b) to recover from the children's extended absence by spending extra time subsequent to such vacation with the children and or (c) for any other reasonable reason not specifically set forth herein. It is the parties intent in this paragraph that the non-vacationing parent shall not be unduly penalized.

1.2.2.1.3 Each parent has annually alternating first choice on spending vacation time with the children during

each major school break, including spring break, Christmas break, and summer vacation break; as such, if Father elected to take the children on vacation during Christmas break one year, Mother would have the first choice of spending Christmas vacation time with the children during the following year.

1.2.2.2 Holidays Each party shall exercise his/her right to share time with the children on holidays, as follows:

1.2.2.2.1 Each parent shall have the children on the following holidays:

1.2.2.2.1.1 In even numbered years, Father shall have the children on New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day Late and Mother shall have the children on Martin Luther King Day, Easter, Fourth of July, and Christmas Day Early. In odd numbered years, Mother shall have the children on all holidays that Father had the children in even numbered years, and Father shall have the children on all holidays that Mother had the children in even-numbered years.

1.2.2.2.1.2 Unless the parties otherwise agree, they shall each be entitled to spend reasonable time with both children on each child's respective birthday. Each parent shall advise in advance the other parent of dates, times, locations, and children-invitees

to celebrations planned on or around the dates of the minor children's birthdays; this provision, however, does not imply that the other parent must be invited to attend such celebrations, only that he or she be timely advised in full of their nature.

In the event that the parties would elect to mutually host a celebration, the parties shall equitably share in the costs incurred; should either parent be invited and subsequently attend a celebration hosted by the other parent, this, in itself would not be construed as an agreement to share the costs incurred.

1.2.2.2.1.3 Father shall have the children on Father's Day from 10:00 a.m. to school or until 8 a.m. the next morning. Mother shall have the children on Mother's Day from 10:00 a.m. to school the next morning.

1.2.2.2.1.4 On or near each parent's birthday, each parent shall have the option of whether or not to spend reasonable time with the children on or near each parent's respective birthday. The non-birthday parent shall accommodate the birthday parent's "personal holiday" preferences and schedule.

1.2.2.3 The following hours shall be in effect for all holidays if they fall on a day other than one that is normally that parent's day to be residential parent: The Holiday Period shall be from 10:00 a.m. to

8:00 p.m. for Martin Luther King Day and President's Day. The Thanksgiving Holiday Period shall be from Wednesday at 6:00 p.m. to Friday at 8:00 p.m. the Easter Holiday Period shall be from Saturday at noon until Sunday at 8:00 P.M. The New Years Holiday Period shall be from 12/31 at 6:00 p.m. to 1/1 at 8:00 p.m. the Fourth of July Holiday Period shall be from 10:00 a.m. on the Fourth of July to the next day at 8:00 a.m.; The Memorial Day Holiday Period shall be from Sunday at noon to Monday at 8:00 p.m.; the Labor Day Holiday Period Shall be from Sunday at 6:00 p.m. until Monday at 8:00 p.m.

1.2.2.4 The Christmas Eve Holiday Period shall be from 12/23 at 6:00 p.m. to 12/24 at 9:00 p.m.; The Christmas Day Early Holiday Period shall be from 12/24 at 9:00 p.m. to 12/25 at 4:00 p.m.; the Christmas Day Late Holiday Period shall be from 12/25 at 4:00 p.m. to 12/27 at 6:00 p.m.

2. Miscellaneous Shared Time Provisions

2.1 The provisions set forth above relating to the times in which each parent is to share time with the children shall not preclude the parties from the ability to alter said periods by mutual agreement. The parties shall make every reasonable effort to accommodate each other's schedule, and they will cooperate in the utmost good faith to minimize the difficulties necessarily involved in the upbringing of the minor children where the parties are living separate and apart from each other, and in carrying out their obligations under this Plan, to the end that the relationship of the children with both parents shall be as

harmonious as possible. The parties also recognize, that because this schedule potentially applies many years into the future, it may be necessary from time to time to adjust the time allocation set forth in this Plan.

2.2 Both Father and Mother shall use best efforts to encourage the other parent's relationship with the children. In the event a change in schedule is necessary, the party who needs to change the schedule shall notify the other as soon as possible so as to minimize the conflict and/or problems associated with said schedule change. In the event of a conflict, the following is the order of preference: 1st: Holidays; 2nd: Vacations; 3rd: Weekends; 4th: Midweek Days.

2.3 Neither party has been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child, nor has he/she previously been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication. Neither parent has ever been a party to a civil or criminal case or investigation concerning child abuse, child neglect or domestic violence regarding the parents' minor children.

2.4 When either parent shall be gone overnight, regardless of the age of the children, the other parent shall be afforded the opportunity to exercise overnight parenting time. If either parent is more than ninety minutes late in returning/picking up the children without calling to make reasonable arrangements and or without just cause may be subject to contempt and or may forfeit that period of time with the children; exception shall be made if, and only if, the tardiness of the parent not sharing time with the

children is for just cause and the parent who is sharing time with the children receives both prompt notification and a reasonable estimated modified arrival/departure time.

2.5 In the case of an unexpected extended illness, which would require either child to stay home from school, both parents agree to be flexible and available, if needed to stay home with a child or children or otherwise equitably accommodate such illness during its duration, even if the illness occurs during days when the children would usually be with the other parent, which care shall be administered in each parent's own residences or in a medical-facility, but not in the other parent's residence, except in the unusual event that an ill child should not be physically relocated.

2.6 Father and Mother shall attempt to employ only non-smoking child care personnel to watch over the minor children. In the event that a child care provider does smoke, he or she must agree not to smoke whatsoever while a child is in his or her care.

2.7 Mother and Father shall continue to live separate and apart from the other, as they have been doing since December 17, 1993. Mother and Father shall each go his or her own way without direction, authority, control or molestation from the other, the same as though unmarried and each further agrees not to interfere with the other in any manner whatsoever. Mother may reside at such place or places, subject to Section 3, as she may elect and may engage for her own separate use or benefit in any employment, business, avocation, relationship and or profession which she may deem advisable. Father may reside at such place or places, subject to Section 3, as he may elect and may engage for his own separate use or benefit in

any employment, business, avocation, relationship and or profession which he may deem advisable.

2.8 Each parent currently provides and shall continue to provide living accommodations such that their minor children shall have a bedroom separate from each parent in his/her respective residence during each child's minority.

2.9 If any child becomes seriously ill or injured or incurs a non-medical emergency during the time that such child is with either parent, that parent shall notify the other as soon as is practical and shall give to the other the details of such illness, injury, or emergency.

2.10 Each parent shall have free and ongoing access to the minor children by telephone at all reasonable times when each child is with the other parent. Each parent shall allow the children to have free and ongoing access to the other parent by telephone at all reasonable times when each child is with the other parent. The parent then sharing time with the minor children should neither discourage nor interfere with any telephone contact initiated or desired by a child.

2.11 Each parent is responsible for providing transportation of the children as specifically set forth herein unless otherwise agreed to by the parties, except in the event that either parent elect or be obligated to temporarily or to permanently relocate to a community outside the Greater Cincinnati area.

3. Removal From Jurisdiction and Relocation Notice

3.1 The current address for Mother is: 1035 Paxton Avenue, Cincinnati, OH 45208-2828. The current address for Father is: 670 Reisling Knoll, Cincinnati, OH 45226. In the event either parent intends to relocate from his/her current residence, that parent shall provide written notification of said intent to the

Court as required in O.R.C. 3109.051 (G); pursuant to Ohio Revised Code 3109.051 (G), the parties hereto are notified as follows: in the event that either parent intends to move to a residence other than the residence specified in the parties' Shared Parenting Plan, that parent shall file a Notice of Intent to Relocate with the Hamilton County Court. Except as provided in ORC 3109.051(G)(2), (3) and (4), a copy of such notice shall be mailed by the Court to the other party. Upon receipt of the notice, the Court, on its own motion or the motion of the other party, may schedule a hearing with notice to both parties to determine whether it is in the best interest of a child to revise the shared time provisions for either child.

3.2 The parties recognize that if either of them should move from this jurisdiction, it will necessarily require a modification or termination of this Plan. Neither party shall remove the minor children from Hamilton County or its contiguous Ohio counties and establish a residence for them in another county without a court order or an agreement signed by both parties and filed with the Court.

4. Grandparents/Extended Family

4.1 Each parent shall always cultivate and nurture the close relationship which the children have with all of their grandparents and great grandparents and any other acting grandparent which may be acquired through a grandparent's remarriage. In the event of Father's premature death or disability, Mother agrees to continue to foster the minor children's relationship with the paternal family members. In the event of Mother's premature death or disability, Father agrees to continue to foster the minor children's relationship with the maternal family members. Any time spent by the children with relatives of Father or Mother shall be accomplished in the manner and during the

periods of Father's or Mother's times as set forth in this Plan. Specific time periods may be assigned by the party entitled to that time to relatives at his or her option.

5. Mediation

5.1 In an effort to maintain the Plan for the benefit and best interests of their minor children, before either party attempts in any way to terminate or modify the Plan, they will, before resorting to any court action, seek mediation in an effort to resolve any disputes that they are unable to resolve between themselves without the aid of a third party. They shall use the services of a mediator chosen by mutual agreement, or if they cannot agree, they shall use the Center for Resolution of Disputes or a like entity. Father and Mother shall attend mediation over a time period comprised of a minimum of thirty (30) days and a maximum of sixty (60) days, per dispute, unless mutually agreed otherwise. Father and Mother shall equitably share the cost of such a process, with the mediator to make the ultimate decision regarding such equitable allocation of such costs in the event and only in the event that Mother and Father cannot agree on such equitable allocation. If the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court shall award attorney's/mediator's fees, court costs, and financial sanctions to the prevailing parent.

5.2 Unless an emergency exists, the parties shall use the designated mediation process to resolve disputes relating to the implementation of the Plan, except those disputes relating to financial support and other financial obligations as set forth in this Plan. Matters relating to financial support and other financial obligations as set forth in this Plan shall be brought directly to the Court.

6. Cincinnati Country Club

6.1 Since both parents presently actively use the athletic and clubhouse facilities availed through one Cincinnati Country Club Regular Membership, such membership which is titled in Father's name, and such membership which is currently in dispute in the Property Settlement in this Divorce Action, it is nevertheless acknowledged and accepted that (a) only one parent may ultimately keep this one membership following the entry of the anticipated Divorce Decree, and that (b) pursuant to the present rules and bylaws of The Cincinnati Country Club, either parent may be awarded such membership through the resolution of such Property Settlement, specifically due to each parent's individual and separate status' as legacies (multi-generational) of such club. Since according to the Club Manager of The Cincinnati Country Club and the bylaws, a non-member divorced parent is (a) unable to step on the property of The Cincinnati Country Club or (b) to serve in the capacity of a non-related baby-sitter, it would be in the best interests of the children to have both parents as separate members; as such, each parent's need and desire to be a separate member is reasonable in order to fulfill his or her respective parenting responsibilities and such need(s) and desire(s) shall forever not be deemed a luxury or personal amenity for either parent for any and all purposes.

6.2 Simultaneous with the filing of the Entry ordering this Plan, ("Entry Filing Date"), Father and Mother shall deliver their formal favorable letter of recommendation for membership for the other parent to such other parent, to be used in the event that such parent reapply for separate membership in The Cincinnati Country Club; such letter(s) shall be typed and shall be addressed to: The Board of Governors of

The Cincinnati Country Club, 2438 Grandin Rd., Cincinnati, OH 45208. Father and Mother shall not take any action or inaction either directly or indirectly and or through their families and or friends to discredit and or discourage acceptance of the other parent's application(s) for membership in such club; such application(s) may be submitted to such club at any time in the future.

7. Religion

7.1 Father and Mother shall both raise the minor children in any religious denomination(s) that each separately deem appropriate for the children's religious upbringing. The raising of the minor children in one faith in Mother's household shall not prevent the children from being raised in a different faith in Father's household, regardless of the actual similarities and or differences between such faiths. The children presently attend Mother's Hyde Park Community United Methodist Church and Father's Church of the Redeemer in Hyde Park.

8. Child Support

8.1 Basic Child Support: In accordance with the Father's current income, Father (Obligor) whose Social Security Number is 293-56-1656 and whose date of birth is October 9, 1954, shall pay to Mother, whose Social Security Number is 270-52-9846 and whose date of birth is July 21, 1956, as and for basic child support for the minor children, the sum as ordered by the Court of Common Pleas, Division of Domestic Relations, Hamilton County, Ohio, plus the then current poundage, through the Hamilton County Child Support Enforcement Agency commencing with the month following the Entry Filing Date. Said basic child support shall be payable by means of an appropriate Child Support Deduction Order in the appropriate total amount, which shall include the

current poundage of two percent (2%), subject to the continuing jurisdiction of the Court, to be revised according to the circumstances of the parties. The matter of child support can be reviewed by application of either party showing a change of circumstances. A Child Support Worksheet shall be attached hereto when the level of child support has been determined. Arrearage shall be preserved.

8.2 All child support and spousal support, if any, by this order shall be withheld or deducted from the wages or assets of the obligor under the order in accordance with Section 3113.21 of the Revised Code and shall be forwarded to the obligee under the order in accordance with Sections 3113.21 to 3113.214 of the Revised Code. The specific withholding or deduction requirements or other appropriate requirements to be used to collect the support shall be set forth in and determined by reference to the notices that are mailed by the court or by Hamilton County Child Support Enforcement Agency in accordance with Divisions (A)(2) and (D) of Section 3113.21 of the Revised Code or that court orders that are issued and sent out, determined in accordance with Division (D)(6), (D)(7), or (H) of Section 3113.21 of the Revised Code, and shall be determined without the need for any amendment to the support order. Those notices and court orders, plus the notices provided by the court or agency that require the person who is required to pay support to notify the Hamilton County Child Support Enforcement Agency of any changes in their employment status or of any other change in the status of their assets, are final and are enforceable by the court. No Federal or State Aid is involved and, if there is Federal or State aid involved, this entry shall not operate as a bar to any government agency collecting funds due.

8.3 Any payments by Father not paid through the Hamilton County Child Support Enforcement Agency (C.S.E.A.) shall be considered gifts. A Support Deduction Order shall issue with the final Shared Parenting Decree. Personal payments to the C.S.E.A. shall also be made by the obligor at any time Father's employer fails to withhold the Basic Child Support for whatever reason. The monthly Basic Child Support applicable to and payable for each minor child shall continue until that child attains the age of eighteen years or until that child permanently ceases to be enrolled in Secondary School on a full-time basis whichever is later, or that minor child is earlier emancipated or dies. Voluntary payments made by Father over and above the aforesaid child support shall not be considered a credit or offset against Father's obligation of child support.

8.4 On or before July 1 of each year, unless otherwise agreed in writing by Father and Mother, Father and Mother shall provide the other parent complete and exact copies of any and all federal, local and state tax forms, filings/returns, whether or not joint, personal, custodial, S-corporation, limited liability entities, trust(s), partnership(s), family limited partnership(s), corporation(s) and/or other types of filings, and any and all schedules, worksheets, K-1s, 1099s, W-2s, etc. regardless of whether such filings are made by any and all third parties and/or entities and/or parent.

8.4.1 Furthermore, upon the written request of either Father or Mother, the other parent shall provide such requesting parent any additional evidence of changes in financial positions including, but not limited to (a) any and all information related to

inheritances, and (b) any and all information relating to trust(s)/distributions/interests/expectancies/remainders within sixty days of receipt of such written request(s), provided that such requests are submitted no more frequently than annually; both parties shall timely and fully cooperate with one another in any party's efforts to prove a change of circumstance(s) of either parent, in order that the costs for formal discovery may be minimized.

8.5 The level of child support shall be adjusted, if necessary, according to any revised Child Support Worksheet adopted by the Court of Domestic Relations, Hamilton County, Ohio, without a showing of a change in circumstances.

9. Educational Expenses

9.1 Father and Mother shall fully cooperate with one another and with the children with research, planning, financial restructuring, and the timely completion and submission of necessary financial aid/scholarship forms and permissions as may be needed for admission, financial aid, and or matriculation of each child at the educational institution(s) of choice including, but not limited to secondary school, college and post-graduate institutions.

9.2 Mother shall be designated as the residential parent for the purpose of determining any and all schools either child may attend and for public assistance purposes unless Mother specifically agrees from time to time otherwise in a formal writing, signed by Mother which is duly witnessed and notarized. Mother shall discuss educational issues with Father in an attempt to reach agreement, but Mother shall always be the sole and ultimate decision maker over any and all children's educational issues, including, but not limited to, the selection of schools

including out-of-town schools. The children currently attend the Summit Country Day School, Hyde Park, Cincinnati, Ohio.

9.2.1 Pursuant to O.R.C. 3109.04(K) (7), the parties are notified that "A designation in the order of a parent as the residential parent for the purpose of determining the school the child attends, as the custodial parent for purposes of claiming the child as a dependent pursuant to Section 152(e) of the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C.A. 1, as amended, or as the residential parent for purposes of receiving public assistance to division (A) (2) of this Section, does not affect the designation pursuant to Division (K) (6) of this Section of each parent as the "Residential Parent," the "Residential Parent and Legal Custodian," or the "Custodial Parent" of the child.

10. Tax & Financial Matters

10.1 Husband shall be entitled to claim the two children as Husband's dependents strictly for purposes of exercising the Dependency Exemption for the 1997 tax year and any and all future federal, state and local income tax purposes, provided that each and every year that Husband exercises such exemption(s), prior to the children reaching the age of majority or post-majority, Husband shall pay to Wife the same amount that Wife would have saved on her taxes, in the event that Wife claimed two children as Wife's dependents for the purposes of exercising such Dependency Exemption(s); in the event that Husband's income and/or remarried income for tax purposes would exceed the maximum allowed in which one was able to profitably take such dependency exemptions, in any given year, such dependency exemption would be declared by Wife for such year and Husband shall execute any

required IRS forms to entitle her to take such exemptions.

10.1.1 Any such funds transferred from Husband to Wife hereunder shall be regarded as a transfer of property and as such shall not be declared as income to Wife and shall not be tax deductible by Husband, except in the event and only in the event that the IRS would mandate that such agreed property transfer be declared as alimony income by Wife and mandate then that such agreed property transfer be declared as an alimony deduction by Husband; the present IRS regulations require property transfers related to divorces to be completed within 60 months after entry of such decree or other date certain, after which such property transfers are deemed as alimony payments/income. As such, in the event that after such five years of properly declaring such property transfers, the IRS would demand such alimony declarations, the deductibility of such amount by Husband as well as the need to declare such amount as income by the Wife would each be fully taken into consideration when calculating the amount of money which the Husband should pay to Wife in order to make Wife whole again, after Husband's use of the dependency exemption. It is Husband's intent herein that Husband shall pay to Wife an additional amount equal to the amount in taxes required to be paid by Wife and that Husband's calculation as to the net benefit that the taking of such dependency exemptions shall return to Husband shall properly include the deductibility of such mandated "alimony payment" in order that the net financial effect on both parties is property [sic] calculated. In the event that the parties cannot agree, this matter shall be

resolved by this Court on the filing of proper motion.

10.1.2 After one child is no longer eligible to be declared as a dependent for tax filing purposes, the parties shall continue using the one dependency exemption in the same manner as set forth above for the use of two dependency exemptions, until such time that neither child is eligible to be declared as a dependent.

10.1.3 One time per year in order to properly effect the above annual property transfer, relating to the taking of dependency exemptions, the parties shall exchange preliminary and final tax filings, without restrictions or limitations whatsoever, in order to verify and continue ongoing full financial disclosure with each other and to arrive at an appropriate value for the annual property transfer.

10.2 In the event that a Child Tax Credit is enacted, Wife shall be entitled to use such credit in the event that only one parent may use such credit. Each party may be entitled to take the Medical Expense Deduction(s) when feasible, for all present and future federal, state and local income tax purposes. The parties shall fully and equitably co-operate with one another in the event that only one party can effectively utilize any and all present and/or future deductions/credits in any certain tax year(s). Husband's independent consulting business provides Husband with opportunities for tax deductions and Wife has saved money each tax year through her use of Dependency Exemptions and/or other such deductions/credits.

11. Health Insurance and Health Care Provisions

11.1 So long as each or any child respectively is a student in a montessori, primary, middle, secondary, high school, boarding school or is student teaching or is enrolled as a full time student in any college, university and/or vocational school(s), and so long as the Plan provides for coverage for the child or children, the Father shall at his sole expense continue to cause such child to be financially covered ("coverage(s)") under the group hospitalization and medical insurance policy (hereinafter referred to as Health Insurance Plan"), in accordance with the terms of such Health Insurance Plan, which Health Insurance Plan the Father shall maintain for his own benefit and/or which is provided to the Father through his employer(s), whether self or otherwise employed. The attached Child Support Order shall appropriately reflect such cost to Father.

11.2 As required by statute, a separate Health Care order consistent with these terms shall be issued with the Final Shared Parenting Decree.

11.3 In the event that Father may voluntarily alter such existing children's health insurance coverage, or voluntarily change to a new health insurance plan which does not provide comparable coverage(s), Father agrees to pay for the increased amount or differential due in uninsured health expenses which results from such change(s) in plan(s), and/or agrees to seek out additional and/or alternative coverage, at his sole expense, in order to supplement such inadequate coverage in order for it to reach, at minimum, comparable coverage(s) as set forth in this Section 11.

11.4 To the extent that there are any uninsured health expenses which are incurred by or for the benefit of each such child covered by the aforesaid

health insurance plan or plans, those uninsured health expenses shall be paid as ordered by the Court of Common Pleas, Division of Domestic Relations, Hamilton County, Ohio. Should any funds be available from trusts for the benefit of the children for purposes of payment of these expenses, each will attempt to obtain these funds and use the funds for this purpose.

11.5 Except in the case of routine visits and emergencies, all major decisions regarding the children's medical, dental, orthodontic, optical, psychological, psychiatric, pharmaceutical drugs and hospital or physical care, attention or treatment shall be jointly made by the parties following consultation between them and in collaboration with the health care provider. In the event the parties are unable to agree, Mother shall determine the need for said care, attention and/or treatment. Father will be entitled to a second opinion at his expense. Mother and Father shall continue to employ or to use family doctors whenever feasible, including Dr. Frederick D. Haffner (pediatrician), Dr. Samuel P. Todd, Jr. (orthopedics), Dr. Stuart Anness (eye doctor), Dr. Thomas Todd (General Practioner), Dr. Michael Todd (General Practioner), Dr. David Lange (Orthodontics), Dr. William Lange (Orthodontics). The children's primary physician will be one participating in Father's Health Insurance Plan(s). Father and Mother shall jointly select the children's primary physician. The children may continue to employ and to attend appointments with all of their present physicians, speech therapists, dentists, eye doctors, etc.

11.6 Mother shall attempt to have Uninsured Health Expenses and Father's other obligations as set forth in this Plan, billed directly to Father from any provider of such goods and services; in the

event however, that payment for such services is demanded or expedited without employing such a direct billing methodology, when Mother shall submit copies of any and all such receipts and/or invoices directly to Father in order to be appropriately reimbursed by Father for Father's contribution to such Uninsured Health Expenses and/or other Father's obligations, as set forth in this Plan.

11.7 If available to Father through his employer, Father shall continue to maintain long-term Disability Insurance pursuant to the terms of the Disability Insurance Plan for the benefit of the children.

11.8 Any amounts paid pursuant to this Section 11, shall not be paid through the Child Support Enforcement Agency.

12. Life Insurance

12.1 Husband's life insurance currently includes any and all policies issued on Husband's life by New England Mutual Life Insurance Company ("NEL") and/or its successors and/or assigns including Policy #6887514 ($64,700 face amount), Policy #6887512 ($40,000 face amount plus $8,212 paid-up additions to face amount), Policy #6795632 ($60,000 face amount) for a total NEL face amount of $172,912 plus a term insurance policy of $50,000 for a total current amount of approximately $222,912.

12.2 On or about December 20, 1993, Husband voluntarily established a revocable self-administered inter vivos trust entitled The Samuel Pogue Todd III Trust to provide for the health, education and welfare of the two children in the event of Husband's death. At that time, Husband asserts that he voluntarily made such trust the sole beneficiary of Husband's NEL policies and made the two minor

children the beneficiaries of such trust and now reiterates such continued intentions.

12.3 Husband shall be obliged to continue to maintain said NEL life insurance on Husband's life which insurance shall remain unencumbered and free of liens and/or other clouds against such investment, which insurance shall deliver to Samuel Pogue Todd IV the death benefit amount of a minimum of Seventy-Five Thousand ($75,000.00) via a subtrust/account in strictly Samuel Pogue Todd IV's name in the above trust instrument, and which insurance shall deliver to Garrison Bardes Todd the death benefit amount of a minimum of Seventy-Five Thousand ($75,000.00) via a subtrust/account in strictly Garrison Bardes Todd's name in the above trust instrument, such dollar amounts to be calculated as of the original date of distribution of such insurance settlement funds from such insurance company(ies) to such subtrust(s) or as otherwise agreed by the parties.

12.4 In the event of Husband's death, the trustees of the Samuel Pogue Todd III Trust shall administer such trust in good faith to inure to the benefit of each of the two children and in accordance with the terms and conditions of such trust and shall pay obligations and expenses of either child upon request by either child and/or by Wife, as sole guardian of the children, in the event that such children are still minors; in the event that any disputes arise with regard to such discretionary or mandatory disbursements from such trust, Wife reserves any and all rights to have such matters resolved by any Court with proper jurisdiction over this matter and hereby sets forth this Court's continuing jurisdiction over this matter.

12.5 Periodically, upon Wife's request made not more frequently than annually, Husband shall provide Wife with written evidence that policies of life insurance required pursuant to this Section are (a) being maintained; (b) comply with the beneficiary and all other designation(s) and purpose(s) as herein required; and (c) that any premiums and fees have been timely paid.

12.6 Husband shall from time to time be entitled to substitute policies of life insurance maintained on his life which are payable to the Samuel Pogue Todd III Trust so long as the Trust is always maintained to pay the minimum death benefits to each child as set forth above and to meet other conditions as set forth above. Any and all of each "substitute" insurance shall be issued from a top quality company/product line which carries the highest quality rating in the insurance industry, as rated by one of the premier rating services in the event that such insurance would be altered from Husband's present policies as set forth in this Section.

13. Required Notices

13.1 Pursuant to Ohio Revised Code 3109.051 (H) and 3319.321(b)(5)(a), the parties hereto are notified as follows: Excepting as specifically modified or otherwise limited by the Parties' Shared Parenting Plan, and subject to Ohio Revised Code 2301.35(G)(2) and 3319.321(F), both parents are entitled to access, under the same terms and conditions, to any records that are related to a child and to which a parent of the child legally is provided access, including but not limited to school records and records of any trust under which a child is or may be a beneficiary or may have an interest. Any keeper of a record, public or private, who knowingly fails to comply with this order, is in contempt of court.

13.2 Pursuant to Ohio Revised Code 3109.051(J), the parties hereto are hereby notified as follows: Excepting as specifically modified or otherwise limited by the parties' Shared Parenting Plan, as subject to ORC 3319.321, both parents are entitled to access, under the same terms and conditions as the other parent, to any student activities that are related to the child and to which the other parent of the child legally is provided access.

13.3 Both parents shall be entitled to have reasonable access to any day care center and or day care provider that is or that in the future may be entrusted with the care of the children.

13.4 Mother or Father shall keep Father or Mother informed of the names, addresses and telephone numbers of all professionals, schools, religious or other institutions with which either child is associated or by whom either child is being treated, and Mother or Father shall always provide the Father's or Mother's name, address, and telephone number as the child's Father or as the child's Mother to all professionals, schools, religious and other institutions, so that any written records relating to either child shall contain each parents' names, addresses and telephone numbers as parents. Instructions shall be given by Mother or Father so that both parents shall receive all notices and both parents shall have complete access to all such records for such minor children. Each parent shall have access to all medical records maintained for their children, to the full extent possible without jeopardizing a child's treatment.

14. Findings of Fact

14.1 Finding of Fact and Conclusions of law pursuant to O.R.C. 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been

addressed elsewhere by the Court. By signature on this Plan, Father knowingly and voluntarily waives any requirement that the court issue separate findings of fact/conclusions of law pursuant to O.R.C. Sections 3109.04, 3109.051 and 3109.052.

15. Modification & Waiver

15.1 The Hamilton County, Ohio, Court of Common Pleas, Division of Domestic Relations shall retain continuing jurisdiction to modify any and all issues relating to the minor children as set forth herein, except Provision 12, Life Insurance. Jurisdiction over the issue of life insurance is limited to enforcement of said provision. This Plan is modifiable either by express written agreement of the parties, or by the Court upon its own motion or proper motion by either parent and formalization of the appropriate entry; should subsequent legislation change the terms of O.R.C. 3109.04(E)(2)(b) regarding modification, the statute in effect on the date a motion to modify is filed shall control. In no event shall any breach or default under this Plan be deemed to be a waiver of any subsequent breach of default of the same or similar nature.

16. Incorporation into Decree

16.1 This Plan, as approved and adopted by the Court herein, shall be incorporated by reference into the Shared Parenting Decree, as if rewritten in its entirety, word for word, into such Shared Parenting decree, and entered as said Order of the Court.

17. Governing Law

17.1 This Plan shall be subject to and governed by the laws of the State of Ohio, notwithstanding the fact that one or both of the parties may become a resident of a state other than the state of Ohio.

18. Miscellaneous Administrative Provisions

18.1 The captions contained in this Plan are for convenience only and are not intended to limit or define the scope or effect of any provision of this Plan.

18.2 If any term or provision of this Plan shall be deemed to be void or invalid, then only that term or provision shall be stricken from this Plan; and in all other respects, this Plan shall remain valid and binding on the parties. This Plan shall be fully binding upon the parties, their heirs, next of kin, executors and administrators, successors and assigns.

18.3 Willful non-compliance by a parent/party with this Plan may result in a finding of contempt resulting in thirty (30) days to ninety (90) days incarceration, a $250.00 to $1,000.00 fine, and an award of the moving party's attorneys' fees and costs.

18.4 Each and every Exhibit and Attachment to this Plan shall be fully incorporated by reference into this Plan, and as such shall forever be construed as being part and parcel of this Plan the same as if each and every phrase on such Exhibits and Attachments was rewritten word for word in its entirety in this Plan.

18.5 In the event that Mother (and/or any of Mother's family members) should directly or indirectly advance Father funds to meet Father's obligations and contributions, if any, as set forth in this Plan, Mother retains the right to seek reimbursement of such funds from Father. Father shall repay to Mother all of such amounts due within thirty days of receiving reasonable notice from Mother, unless negotiated otherwise in writing between the parties; in the event that Father does not timely repay Mother, Mother shall be entitled to charge Father

and to collect from him a reasonable annual interest rate on such money owed to her, until such amounts owed have been paid in full. Should Father never pay such debt(s), Mother shall be entitled to (a) declare that such debt(s) is worthless; and (b) deduct such bad debt from her income taxes, in the event that such accounting is in accordance with the then current IRS practices (including Revenue Ruling 93-27, and Sections 166, 1012, 1011 of the tax code); and (c) effect legal recourse against Father to collect such debts just as if such debts were owed to Mother as if transacted in any arms-length transaction.

18.5.1 In the event that Father (and/or any of Father's family members) should directly or indirectly advance Mother funds to meet Mother's obligations and contributions, if any, as set forth in this Plan, Father retains the right to seek reimbursement of such funds from Mother. Mother shall repay to Father all of such amounts due within thirty days of receiving reasonable notice from Father, unless negotiated otherwise in writing between the parties; in the event that Mother does not timely repay Father, Father shall be entitled to charge Mother and to collect from her a reasonable annual interest rate on such money owed to him, until such amounts owed have been paid in full. Should Mother never pay such debt(s), Father shall be entitled to (a) declare that such debt(s) is worthless; and (b) deduct such bad debt from his income taxes, in the event that such accounting is in accordance with the then current IRS practices (including Revenue Ruling 93-27, and Sections 166, 1012, 1011 of the tax code); and (c) effect legal recourse against Mother to collect such debts just as if such debts were owed to Father as if transacted in any arms-length transaction.

18.6 Costs of any activities of the children shall be paid by the parties as ordered by the Court of Common Pleas, Division of Domestic Relations, Hamilton County, Ohio.

19. Submission of Plan

19.1 Father has been represented at all times by counsel, Phyllis Bossin, Michael Kaufman, Ruth Jackson and/or William S. Abernethy, Jr. Mother, who is not an attorney, is presently Plaintiff/Pro-Se. Over the past three years, Mother has retained various counsel including Edward Felson, Martin Jennings, Claudia Schaefer, John Heilbrun and James Chalfie. Both parties also participated in mediation with Bea Larson, in a full parenting investigation with Leslie Duncan, MSSW and early dissolution negotiations with Sally Waterman.

19.1 This Plan is being submitted as Father's Second Amended Proposed Shared Parenting Plan, and is submitted to the Court on this 16 day of September, 1999.

/s/ Samuel Pogue Todd III
Father, Samuel Pogue Todd III

STATE OF OHIO)
) SS:
HAMILTON COUNTY)

BE IT REMEMBERED that on this 16th day of September, 1999, before me, the subscriber, a notary public in and for said county and state, personally appeared Samuel Pogue Todd III and acknowledged the signing of the foregoing agreement to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

/s/ William S. Abernethy, Jr.
Notary Public
WILLIAM S. ABERNETHY, JR.
attorney at Law
Notary Public State of Ohio
My commission has no expiration
date. Section 147.03 O.R.C.

Respectfully Submitted,

/s/ William S. Abernethy, Jr.
William S. Abernethy, Jr. 0002137
Counsel for Defendant
Strauss & Troy
The Federal Reserve Building
150 East Fourth Street
Cincinnati, OH 45202-4018
513/629-9420

EXHIBIT D (T.d. 342)

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	:	Case No. DR9402798
Plaintiff	:	File No. E-194749
-vs-	:	Judge Cunningham
SAMUEL P. TODD III	:	**ENTRY ADOPTING FATHER'S PROPOSED SECOND AMENDED SHARED PARENTING PLAN**
Defendant	:	

(ENTERED SEP. 22, 1999, T.d. 318)

The above captioned matter came before the Court pursuant to Father's filing of his second amended shared parenting plan. The Court finds that Father's second amended shared parenting plan, filed on September 16, 1999, includes the changes requested by the Court in its entry of September 1, 1999. Therefore, the Court hereby adopts as its parenting order Father's Proposed Second Amended Shared Parenting Plan filed on September 16, 1999.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

Worksheet
Hamilton County Domestic Relations Court
Child Support Computation
Sole Residential Parent or Shared Parenting Order

Name of Parties: BARDES/TODD
Case No. A /DR DR9402798

Mother has _____ pay periods/yr
Father has 12 pay periods/yr

Number of minor children : 2

	COLUMN I FATHER	COLUMN II MOTHER	COLUMN III COMBINED
1.a Annual gross income from employment OR, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years (exclude overtime and bonuses)	$50,000	$10,920	
1.b Amount of overtime and bonuses:			
FATHER: YR 3 $ / MOTHER: YR 3 $	$0	$0	
YR 2 $ / YR 2 $	$0	$0	
YR 1 $ / YR 1 $	$0	$0	
AVERAGE	$0	$0	
Lesser of 3 year average or year 1 (Include in Column I and/or Column II the average of the three years or the year 1 amount, whichever is less, IF THERE EXISTS A REASONABLE EXPECTATION THAT THE TOTAL EARNINGS FROM OVERTIME AND/OR BONUSES DURING THE CURRENT CALENDAR YEAR WILL MEET OR EXCEED THE AMOUNT THAT IS THE LOWER OF THE AVERAGE OF THE THREE YEARS OR THE YEAR 1 AMOUNT. IF, HOWEVER, THERE EXISTS A REASONABLE EXPECTATION THAT THE TOTAL EARNINGS FROM OVERTIME/BONUSES DURING THE CURRENT CALENDAR YEAR WILL BE LESS THAN THE LOWER OF THE AVERAGE OF THE THREE YEARS OR THE YEAR 1 AMOUNT, INCLUDE ONLY THE AMOUNT REASONABLY EXPECTED TO BE EARNED THIS YEAR.)	$50,000	$10,920	
2 Annual income from interest and dividends (whether or not taxable)	$1,926	$11,129	
3 Annual income from unemployment compensation	$0	$0	
4 Annual income from workers' compensation or disability insurance	$0	$0	
5 Other annual income (identify)	$23,791	$0	
6 Total annual gross income (add lines 1-5)	$75,717	$22,049	
7. Annual court-ordered support paid for other children	$0	$0	
8 Adjustment for minor children born to either parent and another parent, which children are living with this parent (number of children times federal income tax exemption less child support received for the year, not to exceed the federal tax exemption)	$0	$0	
9 Annual court-ordered spousal support paid to a former spouse	$0	$0	
10 Amount of local income taxes actually paid or estimated to be	$1,550	$0	
11 For self-employed individuals, deduct 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate	$0	$0	
12 For self-employed individuals, deduct ordinary and necessary business expenses	$0	$0	
13 Total gross income adjustments (add lines 7-12)	$1,550	$0	
14 Adjusted annual gross income (subtract line 13 from 6)	$74,167	$22,049	
15 Combined annual income that is basis for child support order (add line 14, Col. I and Col. II)			$96,216
16 Percentage of parent's income to total income:			
a. Father (divide line 14, Col. I by line 15, Col. III)	77.08%		
b. Mother (divide line 14, Col. II by line 15, Col. III)		22.92%	= 100%

	COLUMN I FATHER	COLUMN II MOTHER	COLUMN III COMBINED
17 Basic combined child support obligation (Refer to basic child support schedule in division (D) of section 3113.215 of the Revised Code; in the first column of the schedule, locate the sum that is nearest to the combined annual income listed in line 15, Col. III of this worksheet, then refer to the column of the schedule that corresponds to the number of children in this family. If the income of the parents is more than one sum and less than another sum in the first column of the schedule, you may calculate the basic combined child support obligation based upon the obligation for those two sums.)			# 16,082
18 Annual child care expenses that are work, employment training, or education related, as approved by the court or agency (deduct the tax credit from annual cost, whether or not claimed)	$575	$0	
19 Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order	$1,301	$0	
20 Total child care and medical expenses (Add lines 18 and 19, Col. I and II)	$1,761	$0	
21 Combined annual child support obligation for this family (Add lines 17 and 20, Col. I and II)			$17,843
22 Annual support obligation/parent: a. Father (multiply line 21, Col. III, by line 16a)	$13,754		
b. Mother (multiply line 21, Col. III, by line 16b)		$4,089	
23 Adjustment for actual expenses paid for annual child care expenses and marginal, out-of-pocket costs, necessary to provide for health insurance (enter number from line 18 or 19 if applicable)	$1,761	$0	
24 Actual annual obligation (Subtract line 23 from Line 22a or 22b	$11,993	$4,089	
25 Gross household income per party after exchange of child support (add lines 14 and 24, Col. I or II for residential parent or, in the case of shared parenting order, the parent to whom child support will be paid; subtract line 24 Col. I or II from line 14 for parent who is not the residential parent or, in the case of shared parenting order, the parent who will pay child support)	$62,174	$34,042	
26 Comments, rebuttal, or adjustments to correct figures in lines 24, Col. I and 24, Col. II if they would be unjust or inappropriate and would not be in best interest of the child or children (specific facts to support adjustments must be included). See Court's decision on objections, page 7.	$15,000	-	
27 Final figure (this amount reflects final annual child support obligation)	Father	is	Obligor $15,000
28 For Decree: child support per month per child (divide obligor's annual share, line 27, by 12 and by number of children)			$625.00
29 For deduction order: child support per pay period (calculate support per pay period from figure on line 28) plus appropriate processing charge			$1275.00

Calculations have been reviewed.
Signatures:

_____
Father - (I do/do not consent)
Sworn to before me and subscribed in my presence this ____day of _____, 19_____

_____
Notary Public

_____
Mother - (I do/do not consent)
Sworn to before me and subscribed in my presence this ____day of _____, 19_____

_____
Notary Public

_____
Attorney for Father

_____
Attorney for Mother

T.d. 342 (QMCSO)

[Caption On Qualified Medical Child Support Order]

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Name Dee Ellen Garrison Bardes

S.S. # 270-52-9846

DOB 7/21/56

Plaintiff/~~Petitioner~~
Obligee/~~Obligor~~

-vs-

Name Samuel P. Todd, III

S.S. # 293-56-1656

DOB 10/9/54

~~Plaintiff/Petitioner~~ Defendant
~~Obligee~~/Obligor

ENTER

ENTER /s/ Cunningham, Jr.
Judge Cunningham

Issue Date

Case No. A/DR DR9402798

File No. E – 194749-0-7

CSEA No. AA89964/01

Judge Cunningham

Magistrate Murphy

QUALIFIED MEDICAL CHILD SUPPORT ORDER
(O.R.C. 3113.217)

HEALTH INSURANCE PLAN:
Aetna US Health Care

PARTICIPANT 1:
Obligor/~~Obligee~~

NAME: Samuel P. Todd, III
Address: 670 Reisling Knoll
City: Cincinnati State: OH Zip: 45226

PARTICIPANT 1:

EMPLOYER: Ross Sinclaire & Associates
Address: 36 E. 7th St. Suite 1550
City: Cincinnati State: OH Zip: 45202

HEALTH INSURANCE PLAN: (If applicable) _____

PARTICIPANT 2:
EMPLOYER: _____
Address: _____
City: _____ State: _____ Zip: _____

ALTERNATE
RECIPIENT(S):
(Child/ren)

Name(s): Samuel P. Todd, IV (DOB: 2/19/90) and Garrison Bardes Todd
and DOB (DOB: 9/26/91)
Address: 1035 Paxton Avenue
City: Cincinnati State: OH Zip: 45208

WHEREAS, the Court finds that health insurance coverage for the child(ren) named as Alternate Recipient(s) is available to the Participant at a reasonable cost and that the Participant has been ordered to secure/maintain health insurance coverage for the child(ren).

IT IS HEREBY ORDERED THAT:

1. The following group health insurance and health care policies, contracts and plans are available at a reasonable cost to the Participants (include name of insurer that issues each policy, contract or plan): Aetna US HealthCare Group 454244-10-000

COPIES TO: _____ Clerk of Courts _____ File _____ CSEA _____ Participant (1) Employer _____ Participant (2) Employer _____ Participant (1) _____ Participant (2)

2. Participant shall provide the insurer, within thirty (30) days from the date of this order, with a copy of this Order and promptly shall complete the necessary enrollment forms or other documents necessary to designate the Alternate Recipient(s) listed above as dependents eligible for coverage by the Health Insurance Plan identified above in the form and to the same extent coverage is available to the Participant and other dependents of the Participant in the Health Insurance Plan. Participant shall also within thirty (30) days of the issuance of this order, furnish written proof to the Hamilton County Child Support Enforcement Agency that the coverage has been obtained, that the insurer has been provided with a copy of this order, and that the other party has been provided with all documents/information as set forth in paragraph 3 below.

3. Participant shall supply the other party with (a) insurance forms necessary to receive payment. Reimbursement or other benefits; (b) necessary insurance cards; and (c) information regarding the benefits, limitations

and exclusions of the coverage of the Health Insurance Plan or any successor plan.

4. Obligor/Obligee shall be responsible for the first $100.00 per calendar year, per child for all uninsured medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses, including co-payments and deductibles (designated "ordinary"). **The remaining uninsured expenses (designated "extraordinary"), including additional co-payments and/or deductibles under the Health Insurance Plan for the Alternate Recipient(s), shall be shared by the parties as follows: Obligor – 50% and Obligee – 50%** or other agreement or order: _____

5. Any reimbursements for out-of-pocket medical, optical, hospital, dental, prescription or other reimbursable expenses covered under the Health Insurance Plan or any successor plan and paid for on behalf of the Alternate Recipient(s) insured child(ren) shall be made directly to: Obligor/Obligee: Name _____

Address _____

The insurer may continue to make payments for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the Health Insurance Plan.

6. Participant shall be responsible for any premiums charged by the insurer for coverage of the Alternate Recipient(s) under the Health Insurance Plan.

7. Participant shall be entitled to secure a second opinion at his/her own expense for psychological, psychiatric and orthodontic treatment of a non-emergency nature.

8. Pursuant to O.R.C. 3113.217(E), this order is binding upon the Obligor and Obligee, their employers, and any insurer that provides health insurance for them or their child(ren).

9. If Participant fails to provide health insurance coverage for the child(ren) within thirty (30) days as ordered or otherwise to comply within thirty (30) days with any other provision of this Order, the CSEA shall notify the Court in writing of the failure to comply and the Court shall issue an order to the employer to take whatever action is necessary to make application to enroll Participant in any available group health insurance policy or health care policy with coverage for the child(ren) who are subject of the child support order, to submit a copy of this Order for health insurance coverage to the insurer at the time that the employer makes application to enroll the child(ren) in the health insurance or health care policy contract or plan, and if the application is accepted, to deduct any additional amount from earnings necessary to pay the additional cost for that health insurance coverage.

10. Any insurer who receives a copy of an order issued under O.R.C. 3113.217 shall comply with that section, and any order issued under that section, regardless of the residence of the child(ren).

11. During the time that this Order is in effect, the employer who is the subject of the Order upon written

request shall release to the other party and the CSEA all information about the health insurance coverage of the Participant, including, but not limited to, the name and address of the insurer and any policy, plan, or contract number.

12. During the time that this Order is in effect, the employer shall notify the CSEA of any change in and/or the termination of the coverage under the Health Insurance Plan.

13. The parties shall notify the Plan Administrator of any change of address of the Participant, Alternate Recipient(s), or the person designated to receive reimbursements as well as any change in status of any Alternate Recipient.

14. It is the intention of the parties that this Order continue to qualify as a Qualified Medical Child Support Order under ERISA Section 609, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order as benefits become payable hereunder.

15. This Order shall not be construed so as to require the Health Insurance Plan to provide any type or form of benefit, or any option, which otherwise would not be provided to a dependent under the Plan.

16. This Order shall remain in effect until the earliest of: (a) the date that Participant loses his/her employer-sponsored health coverage as a result of his/her termination of employment, retirement, or death/ or (b) the date that the Alternate Recipient reaches the age

of eighteen (18) years and no longer attends any recognized and accredited high school on a full-time basis; or (c) the date that the employer no longer offers dependent health care coverage to any of its employees under the Health Insurance Plan or any successor plan.

COPIES TO: _____ Clerk of Courts _____ File _____
CSEA _____ Participant (1) Employer
_____ Participant (2) Employer _____
Participant (1) _____ Participant (2)

NOTIFICATION

TO THE OBLIGOR/OBLIGEE:

Pursuant to O.R.C. Sec. 3113.217, Obligor is required to maintain health care coverage for the minor child(ren) at a reasonable cost through a group health insurance or health care policy, contract or plan offered by his/her employer or through any other available source. It is important for the well-being of your child(ren) that the best (and reasonable) health care coverage be maintained.

Complete this document as appropriate immediately after the occurrence of any of the events listed and mail the original of this document to the office and address listed below.

TO: Hamilton County Child Support Enforcement Agency
800 Broadway
Cincinnati, Ohio 45202-1332

[X] 1. My employer (or new employer) now offers health care coverage for the minor child(ren) effective _____, 19__.

Employer's Name and address is: Ross Sinclaire & Associates 36 E. 7th Street, Suite 1550, Cincinnati, OH 45202

Insurer's name, address, policy number, employee cost to cover child(ren) is: _____

Aetna US Health Care

Group No. 454244--10-000

[ ] 2. I now have health care coverage available to the child(ren) from another source. State source, address, insurer, insurer's address, policy number and cost to cover child(ren).

_____

_____

_____

Date 12-2-99

Case No. A/DR DR9402798

File No. E– 194749-0-7

CSEA # AA89964/01

X /s/ Samuel P. Todd III
Obligor's Signature Samuel P. Todd III

670 Reisling Knoll
Address

City Cincinnati State OH Zip 45226

[ ] Check here if new address

Daytime Phone No. 608-4964

_____
Obligee's Signature Dee Ellen Garrison Bardes

1035 Paxton Avenue
Address

City Cincinnati State OH Zip 45208

[ ] Check here if new address

Daytime Phone No. _ _____

HAVE SEEN AND APPROVED:

_____

Plaintiff/Petitioner/Obligor/Obligee
Dee Ellen Garrison Bardes
Plaintiff Pro Se

_____

Attorney for Plaintiff/Petitioner

_____

Accepted by Plan Committee or Administrator

X /s/ Samuel P. Todd III
Defendant/~~Petitioner~~/Obligor/~~Obligee~~
Samuel P. Todd III

/s/ William S. Abernethy, Jr.
Attorney for Defendant/~~Petitioner~~
William S. Abernethy, Jr.

12/2/99
Date

INSTRUCTIONS TO THE CLERK: You are directed to mail a copy of this Order to the employer and to the Obligor and Obligee by Ordinary Mail, with proof of mailing, unless they have acknowledged receipt by signature above.

ATTENTION – COPY INSTRUCTIONS:

You are responsible for the appropriate number of copies: For one participant you need 1 original plus 4 copies; for

two participants you need 1 original plus 6 copies. Required number of copies to be submitted along with the original.

COPIES TO: _____ Clerk of Courts _____ File _____ CSEA _____ Participant (1) Employer _____ Participant (2) Employer _____ Participant (1) _____ Participant (2)

T.d. 341

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES SS #: 270-52-9846 DOB: 07/21/56 Plaintiff vs. SAMUEL POGUE TODD III SS #: 293-56-1656 DOB: 10/9/54 Defendant	CASE NO. DR9402798 FILE: E 194749-0-7 CSEA #AA89964/01 Judge Penelope Cunningham Magistrate William Murphy JUDGMENT ENTRY DECREE OF DIVORCE

(COSTS PAID DEC. 23, 1999)

This cause came on to be heard on the 2nd day of December, 1999, before the Honorable Penelope Cunningham, upon the Second Amended Counterclaim for Divorce heretofore filed by the Defendant. The matter proceeded to trial with the Defendant offering evidence upon his Second Amended Counterclaim. Defendant was represented by counsel in open Court throughout all hearings. Plaintiff was present at the final hearing on the merits of the Divorce.

The Court finds from the evidenced adduced [sic] that the Defendant was duly served with Summons together with a copy of the Complaint as required by law, and Plaintiff was duly served with a copy of Defendant's Second Amended Counterclaim which service is hereby

approved. The Court further finds it has exclusive jurisdiction over the cause of action and of the parties hereto.

The Court finds from the evidence adduced by the Defendant that:

The Defendant was a bona fide resident of Hamilton County and the State of Ohio for more than six (6) months immediately preceding the filing of the Second Amended Counterclaim.

1. The Plaintiff and the Defendant were married in Cincinnati, Ohio on May 26, 1988 and two (2) children were born the issue of such marriage, Samuel Pogue Todd IV, born February 19, 1990 and Garrison Bardes Todd, born September 26, 1991.

2. The parties have lived separate and apart without cohabitation for a period in excess of one (1) year, and the Defendant is entitled to a divorce as prayed for in his Second Amended Counterclaim.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the marriage relationship heretofore existing between the Plaintiff and Defendant be, and the same is hereby terminated, and both parties are hereby released and discharged from all of the obligations thereof.

The matters of child support, issues involving the minor children, spousal support and related matters were referred by the Court to a Magistrate of this court who, following hearings, filed his Magistrate's Decision on August 27, 1998 to which Plaintiff objected. This Court heard arguments of counsel on the Objections of Plaintiff. Subject to the modification of said Magistrate's Decision

by the Decision on Objections dated September 1, 1999, this Court accepts the findings of the Magistrate as to the issues determined by the magistrate, adopts the Magistrate's Decision and grants judgment accordingly.

3. The parties have settled the property issues involved herein, having entered into Property Settlement Stipulations filed with this Court on May 6, 1997 and an Addendum to Property Settlement Stipulations filed herein on August 23, 1999, copies of which are attached hereto as *Exhibits A and B*. The Court hereby Orders that Exhibits A and B be incorporated herein as if fully rewritten herein. Each party is hereby ordered to comply in full with the terms of the Property Settlement Stipulations and the Addendum to Property Settlement Stipulations and to execute and deliver to the other party any and all documents necessary to fulfill the terms thereof.

4. The parties shall share the parenting of the minor children pursuant to the terms of Father's Second Amended Shared Parenting Plan filed herein on September 16, 1999, pursuant to the Decree of Shared Parenting entered of even date herewith.

5. Pursuant to the Decision and Orders of this Court entered on September 1, 1999 and docketed on September 2, 1999, effective September 1, 1998, Defendant (Father) shall pay to Plaintiff (Mother) child support in the amount of $625.00 per month per child (a total of $1,250.00 per month) payable with proper processing fee of 2% for a total of $1,275.00 per month, payable through the Division of Child Support of the Department of Human Services Agency (Agency) through a Deduction Order. The support level is more than as set forth on the

Child Support Worksheet with the deviation explained in this Court's Decision and Orders of September 1, 1999 (docketed September 2, 1999). Child Support shall continue until each child is eighteen (18) years of age. However, notwithstanding Section 3109.01 of the Revised Code, **the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order, shall continue beyond the age of majority so long as the child continuously attends on a full-time basis any recognized and accredited high school or a court-issued child support order provides that the duty of support continues beyond the age of majority**. Except in cases in which a child support order requires the duty of support to continue for any period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen. That duty of support shall continue during seasonal vacations. Arrearage shall be preserved.

6. Defendant (Father) shall maintain health insurance for the parties' children. A Qualified Medical Child Support Order shall issue. This Order shall remain in effect for each minor child until that child reaches the age of eighteen (18). However, notwithstanding Section 3109.01 of the Revised Code, the duty of Father to maintain the health insurance for the children shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school or a court-issued medical child support order provides that the duty of maintaining health insurance continues beyond the age of majority. Except in cases in which a medical child support order requires the duty of health insurance to continue for any

period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen. Mother shall pay the first $100.00 per calendar year per child for all uninsured medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses. The remaining costs of these uninsured costs shall be shared equally between the parties.

7. Until further order of the Court, Husband shall not be required to contribute to the cost of private elementary, or secondary education of the parties' children.

8. The cost of the parties' children's extracurricular activities shall be divided equally between the parties for those activities in which the parties agree that the children should participate. If the parties disagree on the children participating in an activity, either parent may enroll the children in that activity, but the parent enrolling the children in the activity shall be responsible for 100% of the cost of that activity.

9. The Court further Orders that all other issues involving the children have been resolved either in the Father's Second Amended Shared Parenting Plan and Entry Adopting that Plan and the Decision and Orders of the Court entered September 1, 1999 and docketed on September 2, 1999, and all Stipulations, Agreements, Entries or Orders entered herein, and the parties are hereby ordered to comply with those provisions.

10. The Court further orders that all property and related issues have been resolved either in the Property Settlement Stipulations (Exhibit A) the Addendum to Property Settlement Stipulations (Exhibit B), the Decision and Orders of this Court entered on September 1, 1999

(docketed September 2, 1999) and all Stipulations, Agreements, Entries or Orders entered herein and the parties are hereby ordered to comply with all terms thereof, specifically including, but not limited to, the Stipulations attached hereto as Exhibit "C".

11. All stipulations, agreements, entries and orders previously entered herein are hereby incorporated herein as if fully rewritten herein, including, but not limited to, the Court's Decision on Allocation of College Expenses entered April 30, 1999. The Court retains jurisdiction over payment of educational expenses, primary, secondary and/or college for the minor children of the parties during their minority.

12. Neither party shall pay spousal support to the other and no jurisdiction is reserved to this Court on the issue of spousal support.

13. Plaintiff shall pay any and all courts costs of this action since May 6, 1997 except that Defendant shall bear the costs associated with the filing of his Second Amended Shared Parenting Plan. Defendant shall pay a total of $1,700 in court costs and Plaintiff shall pay the balance of the court costs through the Entry of a Decree of Divorce.

14. Any Restraining Orders previously entered herein are hereby dissolved.

_____
Judge

Dee Ellen Garrison Bardes, Plaintiff Pro Se	Samuel P. Todd, III, Defendant

STRAUSS & TROY

By: /s/ William S. Abernethy
William S. Abernethy, Jr.
(0002137)
Attorney for Defendant
The Federal Reserve Building
150 East Fourth Street
Cincinnati, Ohio 45202
(513) 621-2120

EXHIBIT A (T.d. 341)

[Decree Incorporating T.d. 127 Property Settlement]

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES a/k/a D'ELLEN BARDES a/k/a D'ELLEN BARDES TODD SS#: 270529846 D.O.B.: 7/21/1956 Plaintiff	**CASE NO. DR9402798** **File: E 194749-0-7** **Judge Penelope Cunningham** **Magistrate William Murphy**
SAMUEL POGUE TODD III SS#: 293561656 D.O.B.: 10/9/1954 Defendant	**PROPERTY SETTLEMENT STIPULATIONS** (FILED MAY 6, 1997) [T.d. 127]

(ENTERED DECEMBER 30, 1999)

THESE PROPERTY SETTLEMENT STIPULATIONS made and entered into at Cincinnati, Ohio this 5th day of May, 1997 by and between Samuel Pogue Todd III (hereinafter referred to as "Husband") and Dee Ellen Garrison Bardes also known as D'Ellen Bardes, also known as D'Ellen Bardes Todd, (hereinafter referred to as "Wife") are intended to narrow the issues to be heard at the May 15, 1997 hearing through stipulating to the allocation of the parties assets and liabilities, **except for (1) any and all liabilities relating to any of the children-related issues,** including but not limited to: child support, payment for past, present and future private school education, payment for private college and professional graduate school, children's trusts interests, children's medical expenses, children's health insurance, children's activities

expenses, and except for (2) **any and all liabilities relating to any spousal support** related issues, without restrictions or limitations of any kind, except for 1994 spousal support which Wife hereby waives her rights to, and provided that such stipulations are forever ***not*** **construed** to represent a comprehensive and or final Separation Agreement of any kind, such stipulations are as follows:

WITHOUT WAIVING ANY RIGHTS OR CLAIMS TO ANY ISSUE RELATING TO THE CHILDREN EITHER PRIOR TO THE AGE OF MAJORITY AS SET FORTH BY O.R.C. 3109.01 or POST-MAJORITY, WITHOUT RESTRICTIONS OR LIMITATIONS OF ANY KIND, in accordance with O.R.C. 3109.04, 3113.215, 3103.03, 3105.21, 3109.05, and related statutes and or pending legislation, and in accordance with state and national common law, and WITHOUT WAIVING ANY RIGHTS OR CLAIMS TO SPOUSAL SUPPORT that Wife may have against Husband from any income, earnings, or assets, or facts and circumstances relating to their marriage, in accordance with O.R.C. 3105.18 and related statutes, and in accordance with state and national common law, except for 1994 spousal support which Wife hereby waives her rights to, THE PARTIES DO HEREBY AGREE TO THE FOLLOWING EQUITABLE DIVISION OF PROPERTY AS SPECIFICALLY SET FORTH HEREIN:

1 Division of Property:

1.1 Wife's Residence

1.1.1 Since on or about July 16, 1989, the Wife has been the sole and separate owner of

the marital residence and property known as 1035 Paxton Avenue, Cincinnati, OH 45208-2828, in Hamilton County, Ohio (hereinafter referred to as the "Wife's Residence") as more particularly described by (a) The Treasurer of Hamilton County as Book 046, Plat 0007, Parcel 0034, Paxton Ave 65 x 170.30 Irr, Lot 78 Faxon Hills Sub, Sec 3, Blk A; (b) General Warranty Deed with Release of Dower as executed by Husband and Wife and as recorded on 1/23/1990 in Deed Book 5194, page 954, Hamilton County, Ohio Deed Records; and (c) Letter Agreement, which was both witnessed and notarized and which was executed by Husband on July 30, 1990 and which Letter Agreement was later duly recorded in Hamilton County, Ohio Deed Records. The Wife shall continue to retain such Wife's Residence as her property, free of any claims of the Husband.

1.1.2 Due to such future capital gains tax financial liability resulting from the sale of Wife's Residence at any point in the future, the full extent of such liability which is presently unknown, Husband and Wife agree that the Court may consider in any present or future proceeding related to this divorce action Wife's future contingent liabilities, including capital gains tax, deferred maintenance, sales commission, and sales fix up expenses. Wife shall pay one hundred percent of any capital gains tax liability arising from such sale of Wife's Residence.

1.2 Personal Property

1.2.1 As a division of all personalty, household furnishings, furniture and other personal effects, the parties have agreed to and have divided all household goods and other chattel property to their mutual satisfaction, saving and excepting only for certain items as specified below. All such items so divided shall remain the property of the person with present possession, free and clear from any claims on the part of the other. As such, Wife shall retain as her property free of any claims of the Husband, all of the household furniture, furnishings, china, crystal, silverware, antiques, objects of art, computers, software, business effects and personal effects which are presently situated in the Wife's Residence, saving and excepting only for certain items as specified below. Husband shall retain as his property, free of any claims of the Wife, all of the computers, software, household furniture, furnishings, and personal effects as are presently in the Husband's possession, whether business or personal.

1.2.2 Husband shall be entitled to have one item of Children's property and one item of Husband's property removed from the Wife's Residence and delivered to Husband's Residence, provided that such items are removed, at the Husband's sole expense and liability, on or before September 1, 1997, and provided a mutually agreeable schedule for such removal can

be arranged by Husband and Wife; such two (2) items are:

1.2.2.1 Children's Gest piano: Harry Garrison Player Piano staff shall pick up and deliver the children's piano, a Gest family heirloom piano, to Husband's residence at 670 Reisling Knoll, lower level playroom. The bench of such piano is presently used by the minor child, Garrison for his computer bench, and as such, Husband shall negotiate such matter directly with Garrison, in the event that Husband wishes to procure such bench, and Wife shall accommodate any resolution of such matter agreed to by Husband and Garrison.

1.2.2.2 Husband's John Stobart's "Moonlight Over the Savannah River in 1850" print #294/950.

1.2.3 In the event that the Wife intends on disposing or selling certain items of household furnishings, such items which belonged to Husband prior to his marriage to Wife, and which items are individually listed on Exhibit "A", Wife agrees to first offer such items of furnishings to either Samuel Pogue Todd IV and or Garrison Bardes Todd, as is appropriate in Wife's sole discretion, for such child's use at Child's residence, if any and or at Father's Residence; in the event that such child does not wish to keep such item of furnishing, Wife shall offer such item to the

other child for his own use. In the event that neither child wishes to retain such furnishing at any residence, Wife agrees to orally offer such item to Husband, at no cost to Husband, except for pick-up, liability, and storage/cleaning bill, if any, prior to otherwise disposing or selling of such item. Husband shall respond to any such offer within a period not to exceed three days after notice, unless agreed otherwise by the parties.

1.3 Vehicles

1.3.1 The Wife is the owner of a 1988 Saab 9000 S which she shall retain as her property, free of any claims of the Husband. Wife shall be solely and exclusively responsible for, indemnify and hold Husband harmless from any obligation due and owning as a result of her ownership with respect to said automobile.

1.3.2 The Wife is the owner of the 1991 Volvo 740 stationwagon, which vehicle has an unrecorded lien against the title held by Wife's Mother, which vehicle Wife shall retain as her property, free of any claims of the Husband. Wife shall be solely and exclusively responsible for, and indemnify and hold Husband harmless from any obligation due and owing as a result of her ownership with respect to said automobile.

1.3.3 The Husband asserts that he does not have any equity interests whatsoever in any vehicle. Husband asserts that the Husband's parents are the owners of the blue

Ford station wagon which Husband drives.

1.4 Todd Information Resources d.b.a. Info-Resources

1.4.1 Wife shall retain as her property, free of any claims of the Husband, all of her capital stock, accounts receivable, equipment, software licenses, doubtful accounts, and any and all other tangible and or intangible assets in Todd Information Resources, Inc., an Ohio corporation, doing business as "InfoResources". Husband and Wife shall both retain the right to provide services of any kind to any and all former customers of InfoResources and or Todd EDP Audits, Inc. Husband shall forever release any and all present and or future claims against Wife relating to Todd Information Resources, Inc. and or relating to Todd EDP Audits, Inc.

1.5 In the event that Todd Information Resources, Inc. would be held liable for any services/products sold/performed/contracted which preceded May, 1994, Husband and Wife agree to equitably share in such costs/fees/required services in order to resolve such future problem(s); Husband and Wife both certify to each other that neither is aware of any such problem at the present time. Husband and Wife acknowledge and admit that all of Todd Information Resources' customers willingly and knowingly became customers of husband's self employment consulting business, after Husband left his association with Wife's firm in March, 1994, as a result of the parties professional divorce and that Todd Information Resources survives only as a corporate shell. The

parties acknowledge Wife's rights to raise any and all TIR related issues including but not limited to Wife's contribution to and funding of such business during any further proceedings in this divorce action.

1.6 Dissolution of Todd EDP Audits, Inc.

1.7 Within thirty days of the execution of these Stipulations, the Husband and Wife shall execute the documents and take other steps necessary to dissolve the inactive Ohio Corporation known as Todd EDP Audits, Inc. Husband and Wife shall share equally certain costs incurred in dissolving said corporation, such costs estimated to be less than $100.00 or one hundred dollars; Wife shall prepare any paperwork necessary and Husband shall pay his own attorney fees related to this matter, if any. Husband shall be solely and exclusively responsible for, indemnify and hold Wife harmless from any obligation due and owing as a result of their ownership with respect to said corporation, except as specifically provided herein. Wife shall indemnify and hold Husband harmless from any obligation due and owing as a result of their ownership with respect to said corporation, except as specifically provided herein for spousal support. The parties acknowledge Wife's rights to raise TEA related issues in any further proceedings in this divorce action.

1.8 Husband's Self Employment Business

1.8.1 Husband shall retain as his property, free of any claims of the Wife's, all of his accounts receivable, equipment, software licenses, doubtful accounts, and any and all other tangible and or intangible assets in his self-employment computer consulting business. Husband shall be solely and

exclusively responsible for, indemnify and hold Wife harmless from any obligation due and owing as a result of his ownership with respect to said self-employment business. Without acknowledging Wife's contributions to this business, the parties agree to preserve for future proceedings and for appeal to any Court any and all of Wife's rights to address Wife's contributions to such business, without restrictions or limitations of any kind.

1.9 Husband's Deloitte & Touche Pension

1.10 Husband shall retain as his property, free of any claims of the Wife's, his pension with his former employer, Deloitte Haskins & Sells/Deloitte & Touche, provided that Husband pay to Wife, simultaneous with the execution of these Stipulations, an amount equal to such amount which is **Total Wife's Share to be calculated as follows:** twenty five percent (25%) of one hundred percent (100%) of Husband's total interest in the Deloitte & Touche Pension Plan, such interest to be calculated as of the date of May 15, 1997, to be calculated on the to be initialed, but not attached worksheet. Husband shall pay any costs of calculating such amount outright and such costs shall not be deducted from Total Wife's Share. Such amount shall be calculated by an impartial actuary chosen by the Wife from a list provided by the Husband. This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to Husband. In the event that Total Wife's Share cannot be agreed upon by the parties and paid to Wife in full within thirty days of the execution of these Stipulations, this court

shall retain jurisdiction to determine the issue upon proper motion.

1.11 Husband's IRAs

1.12 Husband shall retain as his property, free of any claims of the Wife's, his Ross Sinclaire & Associates, IRA, # 3KW-082469.

1.13 Husband shall retain as his property, free of any claims of the Wife's, his New England Life Pension Properties Limited Partnerships, I, III, IV, V, such limited partnerships which are in Husband's Resources Trust Co. IRA.

1.14 Husband shall retain as his property, free of any claims of the Wife's, his Resources Trust Co. IRA mutual fund accounts, specifically: (a) Resources Trust Company Acct. #2748313, New England Growth Fund; (b) Resources Trust Company, #3700836, New England Bond Income Fund, (Resources Trust Company, 8051 E. Maplewood Dr., Englewood, CO 80111, 1/800/525-9054.

2 Life Insurance & Life Insurance related Investments

2.1 Husband shall retain 100% or one hundred percent of the cash values and paid-up additions of his life insurance policies, issued by New England Mutual Life Insurance (NEML), such policies as itemized below, provided that Husband pay to Wife, simultaneously with execution of these Stipulations, an amount equal to **Total Wife's Share to be calculated as set forth on the** attached Worksheet or as agreed by the parties. Such NEML policies are: Policy 6887512: Basic Policy ($40,000); Policy 6887514: Basic Policy ($64,700); Policy 6795632: Basic Policy ($60,000). This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to

Husband. In the event that Total Wife's Share cannot be agreed upon by the parties and paid in full to Wife within thirty days of the execution of these Stipulations, this court shall retain jurisdiction to determine the issue upon proper motion.

2.2 Husband shall retain 100% or one hundred percent of the Non-IRA investments issued by New England Mutual Life Insurance (NEML), such non-IRA investments only as itemized below, provided that Husband pay to Wife, simultaneously with execution of these Stipulations, an amount equal to, **Total Wife's Share of $819.00 or eight hundred and nineteen dollars** as calculated on the initialed, but not attached Worksheet. Husband stipulates that Husband has no liens against such investments. This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to Husband.

3 Marketable Securities-Non-IRA, Except New England

3.1 The Wife shall retain as her property, free of any claims of the Husband, any and all of the stocks titled in her name(s) all of which represent her separate and or premarital holdings, investments and equities which itemization was delivered to Husband's counsel together with an itemization of those Wife's premarital and separate securities currently held in Wife's separate brokerage account maintained at Ross, Sinclaire & Associates, Inc., Cincinnati, account number #3KW078848.

3.2 The Husband shall retain as his property, free of any claims of the Wife's, any and all of the securities, equities and or stocks titled in his name(s),

which securities, equities and or stocks are presently held in one of the husband's following accounts: Ross, Sinclaire & Associates: 3KW-085066 (Samuel P. Todd III, ATTN. Fund A); Ross, Sinclaire & Associates: 3KW-077600 (Closed). *See insurance section for New England related investments.*

4 Pre 75(M) Back-Owed Child & Spousal Support

4.1 Simultaneous with the Execution of these Stipulations, Husband shall pay to wife, **$900.00**, or nine hundred dollars, for December, 1994 child support, before adjustment below, which month Husband failed to pay to wife any support, as per their ongoing written and oral agreements, pre 75(M) order effected 12/31/1994.

4.2 Simultaneous with the Execution of these Stipulations, Husband shall pay to wife, **$1,611.00** or one thousand six hundred and eleven dollars, which amount is calculated as follows: as an adjustment on child support paid to Wife for the months, April-December, 1994, as per the parties ongoing written and oral agreements to pay to Wife the amount that the court ordered retroactively to the first month after Husband moved out of marital residence; such amount would be equal to the difference between the 75(M) Order of $1,079 per month child support and the $900 per month already paid by Husband to Wife, to net a difference of $179/month times nine months, or $1,611.00.

5 Checking and Savings Account

5.1 Wife shall retain as her property, free of any claims of the Husband, the balance currently on deposit in the Wife's personal checking account

maintained at Star Bank, Cincinnati, account #483470621, D'Ellen Bardes.

5.2 The Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's checking account maintained at Society Bank, Cincinnati, account 200-309-0113.

5.3 Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's Money Market Savings Account at Society Bank, #073-155-2849, Samuel P. Todd III.

5.4 Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's Money Market Savings Account at Society Bank, #200-058-2880, Sam Todd.

5.5 Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's Money Market Savings Account at Society Bank, #200-309-0993, Samuel Todd III.

5.6 The Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's checking account maintained at Fifth Third Bank, account #10694683.

5.7 The Husband shall retain as his property, free of any claims of the Wife, his Certificate of Deposit, #091-0094611194, issued by Fifth Third Bank

5.8 Husband shall retain as his property, free of any claims of the Wife, the balance currently on deposit in the Husband's Savings Account maintained at Cheviot/Cincinnati Federal Savings & Loan #8218-00.

6 Parents/Children's Custodial Accounts

6.1 Husband and Wife contemplate that all of the children's present and future accounts, children's custodial funds, and children's past, present and future trusts' interests shall be utilized solely in the best interests of the children for their Education, Health and Welfare and neither party shall diminish, sell, spend, use or encumber these funds except to reasonably provide for the Health, Education and Welfare of Samuel Pogue Todd IV and or Garrison Bardes Todd.

6.2 Husband shall retain as his/Samuel Pogue Todd IV, minor, custodial accounts, as follows: Ross, Sinclaire & Associates, 3KW-079101; Society M/M Savings, #0731552930; Society, #81002967680 (C.D.); Cheviot, #03-00-001032.

6.3 Husband shall retain as his/Garrison Bardes Todd, minor custodial accounts, as follows: Ross, Sinclaire & Associates, 3KW-079119; Society M/M Savings, 073-155-2801; Society, #8100-296767-8 (C.D.); Cheviot Savings Acct., #03-00-001033.

6.4 Wife shall retain as her/Samuel Pogue Todd IV, minor, custodial accounts, as follows: Ross, Sinclaire & Associates, 3KW-082832; Gradison: #57542-05-00-2.

6.5 Wife shall retain as her/Garrison Bardes Todd, minor, custodial accounts, as follows: Gradison, #57542-05-01-0; Ross, Sinclaire & Associates, #3KW-082824.

6.6 Husband warrants and represents to the Wife that there are no other known custodial or other funds which he, any extended family member or any representative or any agent/entity holds for the benefit of either child, either directly or indirectly and or through any inter vivos trust(s) and

or family limited partnership(s) and or any other trust or financial planning instrument(s) and or organizations, which are not specifically listed in either this section or the next section on Trusts.

6.7 Wife warrants and represents to the Husband that there are no other known custodial or other funds which she, any extended family member or any representative or any agent/entity holds for the benefit of either child, either directly or indirectly and or through any inter vivos trust(s) and or family limited partnership(s) and or any other trust or financial planning instrument(s) and or organizations, which are not specifically listed in either this section or the next section on Trusts.

7 Husband's and Children's Trusts' Interests

7.1 The parties acknowledge that Husband and Samuel Pogue Todd IV, minor and Garrison Bardes Todd, minor have various interests in certain trusts established by Husband's family, as more specifically set forth in each of the following three (3) separate trust instruments, each and every such complete trust instrument which is hereby fully incorporated by reference in these Stipulations, as if rewritten word for word in its entirety, each of such instruments which are initialed by the parties and attached hereto, are first,

7.1.1 (a) Exhibit "B": *Samuel Pogue Todd (Sr.) Intervivos Trust*: PNC Bank, Ohio, National Association, Successor By Merger to the Central Trust Company, National Association, F/K/A. The Central Trust Company National Association of Cincinnati, OH, F/K/A Citizens National Bank & Trust Company And Or F/K/A Fourth & Central Trust Company, As Co-Trustee, along

with Samuel Pogue Todd, Jr. (children's paternal grandfather, original agreement dated January 10, 1969), Co-Trustee, along with Joseph D. Landen, (children's paternal uncle), Co-Trustee, Under Amended Agreement Dated January 27, 1997 With Samuel Pogue Todd, Deceased, (children's paternal great grandfather, Hamilton County, OH, Estate #791682, date of death: 3/1/1979), Settlor; and second,

7.1.2 (b) Exhibit "C": *Samuel Pogue Todd, jr. Inter Vivos Trust*: PNC Bank, Ohio, National Association, Successor By Merger to the Central Trust Company, National Association, F/K/A The Central Trust Company national Association of Cincinnati, OH, F/K/A Citizens National Bank & Trust Company And Or F/K/A Fourth & Central Trust Company, As Trustee By Amended Agreement Dated January 22, 1996 With Samuel Pogue Todd, Jr. (children's paternal grandfather, original unfunded living trust agreement dated December 3, 1990), Grantor; and third,

7.1.3 (c) Exhibit "D": *Samuel Pogue Todd III Trust*: Samuel Pogue Todd III, (children's father/Husband), As Trustee, By Agreement Dated December 20, 1993 With Samuel Pogue Todd III (children's father/Husband), Settlor.

7.1.4 Without waiving any rights as provided by statutes, and or as may be provided by future statutes, and or as may be provided by present or future common law, and or as may be otherwise ordered by any court in future proceedings, Husband and Wife agree to cooperate

with the Trustees of the above trusts and with each other in order to submit requests for distributions from such trusts as seems appropriate, given the discretionary nature of such trusts, and given the fact that the Husband's paternal grandmother, Ruth Ulland Todd, is still alive and well, at age 97+ and relies on the funded trust of Samuel Pogue Todd for her support. Husband and Wife acknowledge that it is unclear to each of them exactly how such discretionary disbursements may be obtained for the benefit of the children or husband, but Husband agrees to pursue any and all such requests in good faith and to maintain relations with such trustees in order to facilitate such requests, and to respectfully involve the Wife in such process to the best of his ability.

7.1.5 Assuming that Husband and or Wife has or will have any rights to make requests for distributions at any time in the future, without exceptions or limitations of any kind, Husband and or Wife shall make such timely request(s) for monetary distribution(s) to trustee(s) of the above trusts or any other trusts, such disbursements to inure to the benefit of Husband and or to a minor child/adult child; in the event that Wife and Husband cannot agree on matters related to the pursuit and or the receipt of such discretionary and or non-discretionary distributions, such matters shall be submitted by either party to a court(s) of proper jurisdiction for resolution. This court's continuing jurisdiction shall be preserved over trust-related matters for further trial court proceedings and or for appeal to any Court, without limitation or restrictions of any kind.

7.2 Future contributions or proceeds received or "set aside" in trust or other financial planning instrument/entity for the benefit of one or both of the parties' minor children and or adult children and or any issue of such children, shall be maintained by the parent through which the funds were received in conjunction with any trustee(s) as designated by such grantor and or parent.

7.2.1 Husband shall execute a legal document, to be prepared by Husband's counsel, at Husband's sole expense, which must meet the approval of the Wife, which document provides for Full Disclosure of Any Trust Information to Wife, and which document allows Wife to either directly receive and or to obtain from either Husband and or from any trustees and or by order of this Court, the very same trusts' records, same trusts' documents, and same trusts' information, without restrictions or limitations whatsoever, which Husband either may receive as being one of two guardians of the minor children, and or which Husband or Wife may be entitled to receive by present or future statute or by present or future common law for any reason and or which Husband may be entitled to receive by virtue of Husband having a beneficial interest himself in any such trust(s), and or which either child may be entitled to receive by virtue of having any interest in any trust(s) either during their minority and or post-majority. Wife forever retains any and all rights to any of the children's and husband's trust(s) related information which she may be entitled to through any statute or common law, present or future. In the event that Husband and Wife cannot agree to such Full Disclosure

of Any Trust Information to Wife document within thirty days of execution of this Agreement, this Court shall resolve the wording of such document by Court order upon proper motion.

7.2.2 Furthermore, Wife shall receive any and all trust related and account related information to which she may be entitled to either by law and or by virtue of this Full Disclosure document, since that is the intent of the parties hereto. The parties hereby acknowledge that some information related to such trusts may not be able to be acquired by either Husband or Wife, without use of the legal process; should such legal action become necessary or seem appropriate given any facts and circumstances, either party herein preserves rights to bring any appropriate causes of action hereunder against any and all of the trustees of any and all trusts.

7.2.3 Husband shall timely provide to the Wife, one time per year, or as otherwise agreed by the parties, any and all trust(s) records and trust(s) information received by Husband without restrictions or limitations whatsoever. Husband stipulates that Wife's access to any such records and information shall be at least wholly comparable with Husband's access to such records and information. If the Court finds that a parent has used or frustrated the ongoing trust-related full-financial disclosure/request for trust distributions process without good reason, the Court shall award attorney's/mediator's fees, court costs, and financial sanctions to the prevailing parent.

8 Clubs

8.1 Wife shall retain as her property, free of any claims of the Husband, her separate membership in the Cincinnati Country Club.

8.2 Wife shall retain as her property, free of any claims of the Husband, any remaining equity Wife has in her former membership at The Cincinnati Sports Club, in the event that she would rejoin such club.

8.3 Husband shall retain as his property, free of any claims of the Wife's the Regular Membership presently held in the Husband's name at the Cincinnati Country Club, provided that simultaneous with the execution of this Stipulations, Husband shall pay to Wife, **Total Wife's Share of $7,500.00**, or the sum of Seven thousand five hundred dollars, which sum shall compensate Wife for her marital share of the Regular Membership held in Husband's name net of (a) any obligation of Husband for the debt being incurred to obtain Wife's separate membership, and net of (b) any obligations of Wife to repay Husband for any and all charges incurred by Wife and or children at such club since that date of separation. This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to Husband.

9 Lawsuit Settlement

9.1.1 Husband asserts to Wife that Husband settled in full the wrongful discharge lawsuit which Husband and Wife, as Co-Plaintiffs filed against Deloitte & Touche, et al, Defendants, Case A-93-05284,

Court of Common Pleas, Hamilton County, Ohio, about May, 1993; Simultaneous with the execution of this Stipulations, Husband shall pay to Wife an amount equal to fifty percent of one hundred percent of the net funds in the account which has maintained such funds since their inception.; the present amount in such account is approximately $10,458.00 and as such Husband shall pay Wife **$5,229.00** or Five thousand two hundred and twenty nine dollars, which transfer of funds shall be a transfer of marital property and shall not represent taxable income to the Wife. Husband asserts to Wife that no funds have been removed from this account since its inception, since amount was net of any taxes due. This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to Husband.

9.1.2 Each party shall forever release the other party from any and all Deloitte lawsuit related obligations, Deloitte liabilities and or present or future claims of debts owed to Deloitte & Touche and or former Ann Arbor landlord, Susan Seaburg and or any other persons or entities, to the extent to which each is able.

10 Health Insurance

10.1 Husband and Wife shall each be responsible for providing his/her own health insurance.

11 Life Insurance for Samuel & Garrison's Health, Education & Welfare

11.1 Husband's life insurance currently includes any and all policies issued on Husband's life by New England Mutual Life Insurance Company ("NEL") and or its successors and or assigns including, Policy #6887514 ($64,700 Face Amt.), Policy #6887512 ($40,000 Face Amount, plus $8,212 Paid-Up Additions to Face Amt.), Policy #6795632 ($60,000 Face Amt.) for a total NEL Face Amt. of $172,912, plus the Computer Horizon's term insurance policy of $50,000, for a total current amount of approximately $222,912.

11.2 On or about December 20, 1993, Husband voluntarily established a revocable self-administered inter vivos trust entitled The Samuel Pogue Todd III Trust to provide for the health, education and welfare of the two children, Samuel Pogue Todd IV and Garrison Bardes Todd in the event of the Husband's death. At that time, Husband asserts that he voluntarily made such trust the sole beneficiary of Husband's NEL policies, and made the two minor children the beneficiaries of such trust and now reiterates such continued intentions.

11.3 The Husband shall be obliged to continue to maintain such NEL life insurance on Husband's life which insurance shall remain unencumbered and free of liens and or other clouds against such investments, and which insurance shall deliver to Samuel Pogue Todd IV the death benefit amount of a minimum of $75,000 or seventy five thousand dollars, via a sub-trust/account in strictly Samuel Pogue Todd IV's name in the above trust instrument, and which insurance shall deliver to Garrison

Bardes Todd the death benefit amount of a minimum of $75,000 or seventy five thousand dollars, via a subtrust/account in strictly Garrison Bardes Todd's name in the above trust instrument, such dollar amounts to be calculated as of the original date of distribution of such insurance settlement funds from such insurance company(ies) to such subtrust(s), or as otherwise agreed by the parties.

11.4 In the event of Husband's death, the trustees of the Samuel Pogue Todd III Trust shall administer such trust in good faith to inure to the benefit of each of the two children and in accordance with the terms and conditions of such trust and shall pay obligations and or expenses of either Samuel Pogue Todd IV and or Garrison Bardes Todd upon request by either child and or by Wife, as sole guardian of the children, in the event that such children are still minors; in the event that any disputes arise with regard to such discretionary or mandatory disbursements from such trust, Wife reserves any and all rights to have such matters resolved by any Court with proper jurisdiction over this matter and hereby sets forth this Court's continuing jurisdiction over this matter.

11.5 Periodically, upon request from the Wife, made not more frequently than annually, the Husband shall provide the Wife with written evidence that policies of life insurance required pursuant to this Section are (a) being maintained, and (b) comply with the beneficiary and all other designation(s) and purpose(s) as herein required, and (c) that any premiums and fees have been timely paid.

11.6 The Husband shall from time to time be entitled to substitute the policies of life insurance maintained on his life and which are payable to the Samuel P. Todd III Trust so long as the Samuel P. Todd III Trust is always maintained to pay the minimum death benefits to each child as set forth above and to meet other conditions as set forth above. Any and all of such "substitute" insurance shall be issued from a top quality company/product line which carries the highest quality rating in the insurance industry, as rated by one of the premier rating services, in the event that such insurance would be altered from Husband's present policies as set forth in this Section.

12 Tax Claims & Tax Returns

12.1 Husband and Wife have filed joint federal, state and municipal income tax returns during the marriage, for tax years 1988 through 1993 inclusive. In the event any such taxing authority levies a deficiency or assessment in connection with any previously filed joint tax return, then the parties shall cooperate with one another in making a determination whether to pay or to contest such deficiency or assessment. Each party agrees to cooperate with the other and to supply to the other such documentation as is needed to contest any such proposed assessment.

12.1.1 At such time as a final determination is made by the parties jointly with the proper taxing authority concerning any such proposed deficiency or assessment, each party shall be responsible for paying one-half of any such sums due together with one-half of any penalty

and/or interest assessed provided, however that such deficiency or assessment relates to a former marital asset. In the event that any portion of such deficiency or assessment pertains to an asset which was the nonmarital property of either party, then to that extent the party owning the non-marital asset shall pay such sum due together with such penalty and/or interest; for the purpose of this paragraph; [sic] companies which both Husband and Wife were associated with included PCTechServices, Todd Information Resources, Inc. d.b.a. InfoResources and Todd EDP audits, Inc. and shall be considered to be former marital assets for this purpose. As an inducement to Wife and Husband, sharing such potential liability, resulting from marital assets, Husband and Wife each represent and warrant to the other that each has no knowledge of any pending or asserted claims by any governmental taxing authority for any of tax years 1988 through 1993 inclusive, except for Personal Property Tax Liability for Todd EDP Audits, Inc. for 1992. The parties agree that within sixty days of the Entry Filing Date of this Stipulations, that the parties shall file such 1992 Personal Property Tax form to the I.R.S. with payment due, if any.

[12.2]
Each party shall be responsible for all capital gains tax liability incurred in connection with the future sale or transfer of any assets that either party has retained or receives as a result of this division of

property and the party with the asset shall indemnify and hold the other party harmless thereon, except as specifically set forth in these Stipulations.

12.3 Husband shall be entitled to claim the two children as Husband's dependents strictly for purposes of exercising the Dependency Exemption for the 1997 tax year and any and all future federal, state, and local income tax purposes, provided that each and every year that Husband exercises such exemption(s), prior to the children reaching the age of majority or post-majority, Husband shall pay to Wife the same amount that Wife would have saved on her taxes, in the event that Wife claimed two children as Wife's dependents for the purposes of exercising such Dependency Exemption(s); in the event that Husband's income and or remarried income for tax purposes would exceed the maximum allowed in which one was able to profitably take such dependency exemptions, in any given year, such dependency exemption would be declared by Wife for such year and Husband shall execute any required I.R.S. forms to entitle her to take such exemptions.

12.3.1 Any such funds transferred from Husband to Wife hereunder shall be regarded as a transfer of property and as such shall not be declared as income to Wife and shall not be tax deductible by Husband, except in the event and only in the event that the I.R.S. would mandate that such agreed property transfer be declared as alimony income by the Wife and mandate then that such agreed property transfer be declared as an alimony deduction by Husband; it is Wife's

understanding that the present I.R.S. regulations require property transfers related to divorces to be completed within 60 months after entry of such decree or other date certain, after which such property transfers are deemed as alimony payments/income. As such, in the event that after such five years of properly declaring such property transfers, the I.R.S. would demand such alimony declarations, the parties hereto would agree that the deductibility of such amount by Husband as well as the need to declare such amount as income by the Wife would each be fully taken into consideration when calculating the amount of money which the Husband should pay to Wife in order to make Wife whole again, after Husband's use of the dependency exemptions. It is the parties intent herein that husband shall pay to Wife an additional amount equal to the amount in taxes required to be paid by Wife and that Husband's calculation as to the net benefit that the taking of such dependency exemptions shall return to Husband shall properly include the deductibility of such mandated "alimony payment", in order that the net financial effect on both parties is properly calculated. In the event that the parties cannot agree, this matter shall be resolved by this Court on filing of proper motion.

12.3.2 The parties agree that after one child is no longer eligible to be declared as a dependent for tax filing purposes, the parties shall continue using the one

dependency exemption in the same manner as set forth above for the use of two dependency exemptions, until such time that neither child is eligible to be declared as a dependent.

12.3.3 The parties agree that one time per year in order to properly effect the above annual property transfer, relating to the taking of dependency exemptions, the parties shall exchange preliminary and final tax filings, without restrictions or limitations whatsoever, in order to verify and continue ongoing full financial disclosure with each other and to arrive at an appropriate value for the annual property transfer.

12.4 In the event that a Child Tax Credit is enacted, Wife shall be entitled to use such credit in the event that only one parent may use such credit. Each party may be entitled to take the Medical Expense Deduction(s), when feasible, for all present, and all future federal, state and local income tax purposes; the parties agree to fully and equitably cooperate with one another in the event that only one party can effectively utilize any and all present and or future deductions/credits in any certain tax year(s). The parties also stipulate that Husband's independent consulting business provides Husband with opportunities for tax deductions and Wife has saved money each tax year through her use of Dependency Exemptions and or other such deductions/credits.

12.5 Wife shall accept responsibility to prepare the children's tax returns, as she has every year throughout the marriage and since the date of

separation, provided however that any tax due any federal, state or local taxing authority or any other tax due, shall be paid equitably from one or more of the Children's accounts and or trusts. Husband shall deliver to Wife all tax (1099's, etc.) and detailed account statements or duplicates thereof which support any and all transactions/year, for each and every of such children's accounts and or other financial interests, except for any accounts which are already in Mother's custody and or control, including but not limited to any and all documents and records relating to trusts, and family limited partnerships, one time per tax year, prior to March 15 of the following year. Wife shall provide Husband with a copy of such children's returns within sixty days of filing such returns.

13 Liabilities

13.1 The parties agree that this document does not address any and all liabilities to be raised before this court at property trial including children's expenses, spousal support, educational expenses, college tuition and expenses, child support, et al. as already clearly set forth above.

13.2 Each party warrants that they have made full disclosure of all debts or liabilities incurred upon the obligation of the other, and based upon such disclosures:

13.2.1 Wife agrees to assume and hold Husband harmless from each of the following marital debts:

13.2.1.1 Husband's Repayment Owed to Wife for reimbursement of Wife's Share of

the marital funds used to pay off Husband's Premarital and separate CentraLine Credit Line: Wife's Share, approximately $19,200.00 or nineteen thousand two hundred dollars, which represents 50% of total amount paid.

13.2.1.2 Husband's share of the Sidewalk assessment, Husband's share, approximately $1,000 which represents 50% of the total amount paid.

13.2.1.3 Damages caused to the interior of the Wife's Residence by Husband, which are still not corrected, including but not limited to: six-panel double exterior doors in Playroom; Basement Door, Wife's child antique desk, approximately $4,500 (estimate).

13.2.2 Husband and Wife agree to jointly assume the following obligations/debts in accordance with this Court's medical order in place at or near the time such expenses were incurred, such order which states that the parties shall share such unreimbursed medical expenses, fifty percent Husband, and fifty percent, Wife. Such amounts shall be resolved by the parties whenever such

disputed matter is resolved by the health care providers and the parties in the future.

13.2.2.1 Garrison Bardes Todd's past uninsured speech therapy bills: Amount Unknown. Matter currently in dispute with Children's Health Insurance Provider, Prudential Insurance and Children's Hospital.

14 Execution of Necessary Documents & Acknowledgments

14.1 Simultaneous with the Execution of these Stipulations, Husband and Wife shall execute any and all special warranty deeds, dissolution papers, or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions set forth in these Stipulations, including but not limited to the following: Quit Claim Deed; Execution of dissolution papers for Todd EDP Audits, Inc.; TEA 1992 Personal Property Tax; Trust Records Release; et al. Any payments to be made by Husband to Wife simultaneous with Execution of these Stipulations shall be made via Certified Cashier's Check(s) upon execution of these Stipulations. The parties recognize that payments which amounts are not known as of the date of execution may need to be lagged until such calculation can be made, such calculations, if any, which shall be made within thirty days of execution of this Agreement.

14.2 If either party shall fail to comply with the provisions of this Section, these Stipulations shall constitute an actual grant, assignment and conveyance of property rights and any other rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of these Stipulations. In the event that the Wife is obliged to effect legal recourse against the Husband in order to carry out the terms and conditions of these Stipulations, except as provided herein, Husband shall pay for any and all of Wife's reasonable legal fees, Court costs, mediation expenses, and other expenses incurred due to such proceedings. In the event that the Husband is obliged to effect legal recourse against the Wife in order to carry out the terms and conditions of these Stipulations, except as provided herein, Wife shall pay for Husband's reasonable legal fees, Court costs, mediation expenses, and other expenses incurred due to such proceedings.

14.3 Each party fully understands all of the terms set forth in these Stipulations and that all of the terms of these Stipulations represent and constitute the entire understanding regarding Property Settlement between the parties. Each party has read these Stipulations and finds the same to be in accordance with his or her understanding, and that each does hereby voluntarily execute these Stipulations and affix his or her signature hereto in the presence of the witnesses below with the understanding that such Stipulations shall be final and binding upon both parties, their heirs, devises, legatees, executors, beneficiaries, administrators, representatives and assigns. It is the parties intent that these Stipulations may be fully incorporated as

an Exhibit into a final Separation Agreement executed by the parties or as ordered by this Court.

15 Legal Expenses & Court Costs

15.1 The Husband shall pay any and all of his attorney fees, any and all of the outstanding mediation fees, if any, and any and all of the outstanding parenting investigation costs incurred at any time during this divorce action. Furthermore, Husband also shall pay any other court costs incurred up through the date of execution of these Stipulations up to an amount of one thousand dollars, or $1,000, after which amount the parties agree to share in the balance of such court costs, 50% Husband, 50% Wife; Husband and Wife agree to pay anticipating that the parties shall incorporate these Stipulations into a still-to-be-executed Separation Agreement, if any, which in any event shall be further incorporated into a Divorce Decree to be filed in the Hamilton County Court of Common Pleas, Division of Domestic Relations. This court and or any appellate Court shall retain jurisdiction relating to the allocation of court costs incurred following the execution of these Stipulations, absent agreement of the parties.

15.2 Simultaneous with the execution of these Stipulations, Husband shall pay to Wife the amount of Five Thousand Dollars or **$5,000.00** towards reimbursement of the legal fees, incurred and paid by Wife on or before May 15, 1997, in this divorce action. Such sum shall represent a partial division of property to Wife and shall not represent taxable income to Wife. The provisions in this Section do not represent in any circumstances a waiver of the Wife's right to

apply for costs and or attorney's fees, litigation related-expenses, or other related expenses of any kind whatsoever which costs are incurred after April 1, 1997 due to discovery, further trial court proceedings, appeals to any Court(s) and or by or through any orders of any Courts.

16 Amount Due & Payable Upon Execution of Property Settlement Stipulations:

16.1 $819 (New England except Life Insurance) + $900 (Back Child Support) + $1,611 (Back Child Support) + $7,500 (CCC set off) + $5229 (D&T Litigation) + $5,000 (Attorney's Fees) + any other amount due simultaneous with execution of this Agreement inadvertently omitted herein = **$21,059.00** of which $10,000, shall be paid on 5/6/1997 with the balance due on or about May 20th, 1997.

16.2 Court costs shall be paid directly to this Court.

16.3 Any amounts still to be calculated as set forth in these Stipulations shall be paid to Wife by Husband simultaneously with settlement of each and every such amount, prior to Wife waiving any and all of her claims against such assets, all of which shall be completed within thirty days of execution of these Stipulations, or such matters shall be resolved by this Court upon proper motion.

17 Exhibits and Attachments to follow include:

17.1.1 Exhibit "A": Property to Which Husband Has Express Rights

17.1.2 Exhibit "B": *Samuel Pogue Todd (Sr.) Inter Vivos Trust:*

17.1.3 Exhibit "C": *Samuel Pogue Todd, Jr. Inter Vivos Trust:*

17.1.4 Exhibit "D": *Samuel Pogue Todd III Inter Vivos Trust*

17.1.5 Exhibt "E": Support for Calculation of Life Insurance Cash Values Division

IN WITNESS WHEREOF Husband and Wife have affixed their signatures to ~~multiple~~ one originals of this Property Settlement Stipulations on the 5th day of May, 1997.

/s/ D'Bardes

Dee Ellen G. Bardes, Wife/Plaintiff Pro Se

WITNESSES AS TO WIFE:

/s/ William S. Abernethy
William S. Abernethy, Jr.,
Strauss & Troy, L.P.A.
Counsel for Defendant

/s/ Samuel P Todd III
/s/ Samuel P. Todd III

Samuel Pogue Todd III, Husband

WITNESSES AS TO HUSBAND:

/s/ William S. Abernethy, Jr.,
William S. Abernethy, Jr.,
Strauss & Troy, L.P.A.
Counsel for Defendant
/s/ D'Bardes

Respectfully Submitted,
/s/ D'Bardes
Dee Ellen G. Bardes, Plaintiff Pro Se
1035 Paxton Avenue
Cincinnati, OH 45208-2828
513/871-4959

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of May, 1997, this Stipulations was hand delivered to William S. Abernethy, Counsel for Defendant, Strauss & Troy, 2100 PNC Center, 201 East Fifth Street, Cincinnati, OH 45202 and was hand delivered to Defendant, Samuel P. Todd III, 670 Riesling Knoll, Cincinnati, OH 45226 on this same day.

/s/ D'Bardes

Dee Ellen G. Bardes,
Plaintiff Pro Se

EXHIBIT "A"

Property Still At Marital Residence To Which Husband Has Express Rights

The Following items are those I would like 'first dibs' on:

LOCATION	ITEM
Master Bedroom	Foot Chest
Samuel's Room	Chair
	"Bed, frame, mattress, headboard"
	chest
	corner desk w/hutch
	chest w/hutch
	chest in closet
Garrison's Room	long chest of drawers

Living Room	Metronome
Dining Room	Rug Wooden chair
Kitchen	Wooden chair Kids Table
Family Room	Rug Red Lamp Motartz [sic] Book Ends
Peach Room	Rocker
Garage	Wooden Shelves

/s/ D Bardes

EXHIBIT "B" [T.d. 127]

PNCBANK
(513) 651-8323

Exhibits "B-D" are not attached here, T.d. 341 due to length of trust documents [see T.d. 127]

June 14, 1996

James J. Chalfie, Esq.
36 East Seventh Street
Suite 1600
Cincinnati, Ohio 45202

Dear Jim:

Re: Bardes v. Todd

This is in response to the "Subpeona to Produce Documents" served upon PNC Bank relevant to the captioned divorce action.

The only [sic] trust under management and PNC Bank in which Samuel P. Todd, III, Samuel Pogue Todd, IV, or Garrison Bardes Todd may benefit is the Amended Trust Agreement dated January 27, 1971 between Samuel P. Todd, Settlor, and Samuel P. Todd, Jr., Joseph D. Landen, and The Central Trust Company, N.A., Trustees. Enclosed is a copy of that trust agreement. The current market value of this account is approximately $215,000.

Sincerely,

/s/ Keith K. Johnson
Keith K. Johnson
Senior Counsel
Legal Department

cc: Ronald J. Retzler

toddltr.614

/s/ D Bardes

[EXHIBIT E T.d. 127]

EXHIBIT "E": SUPPORT FOR CALCULATIONS OF LIFE INSURANCE CASH VALUES DIVISION

ERRORS ARE SUBJECT TO BEING CORRECTED BY EITHER PARTY

***1* Life Insurance & Life Insurance related Investments**

1.1 Husband shall retain 100% or one hundred percent of the cash values and paid-up additions of his life insurance policies, issued by New England Mutual Life Insurance (NEML), such policies as itemized below, *provided that Husband pay to Wife, simultaneously with execution of these Stipulations, an amount equal to* _____ *which is calculated as follows*: fifty percent of the difference between the sum of the basic policy values plus the paid up additional insurance policy value as of the date December 30, 1993; after such initial figure is calculated, such amount is then to be multiplied by the actual growth rate for the period, 12/93 and 5/97, as calculated by the figures below, and such resultant amount paid to Wife. Husband stipulates that Husband has no liens against such policies' cash values.

1.2 Such NEML policies are:

1.2.1 Policy 6887512: Basic Policy ($40,000)

1.2.1.1 Cash Value as of 5/26/1988: $3,236.04

1.2.1.2 Cash Value as of 12/17/93: $5,544.63 -3236.04=$2,308.59 divided by 2=$1,154.29, plus growth factor

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1.2.1.3 Cash Value as of 7/19/94: $6,240.09 (from Wife's prop. stmt, pg. 29)

1.2.2 Cash Value: $5,026.00, plus Paid-up Adds ($8,212.) Cash Value of $1,855.43, to total $6,881.43 as of 6/12/95.

1.2.2.1 Cash Value as of 3/18/97: Basic Policy Cash Value, $6,061.60+ Cash Value Paid Up Additions, $2,293.47= $8,355.07

1.2.2.2 Calculation of Wife's Share of Cash Value:

1.2.2.3

1.2.2.4

1.2.3 Policy 6887514: Basic Policy ($64,700)

1.2.3.1 Cash Value as of 5/26/1988: $2,545.65

1.2.3.2 Cash Value as of 12/17/93 =$6,525.51-2545.65=$3,979.86 divided by 2= $1,989.93 before growth rate factored in _____

1.2.3.3 Cash Value as of 7/19/94: $6,932.28 (from Wife's prop. stmt, pg. 29)

1.2.3.4. Cash Value: $7,726.80 as of 6/12/95 (Cash Dvd).

1.2.3.5. Cash Value as of 3/18/97: Basic Policy Cash Value, $9,380.53

1.2.3.6. Calculation of Wife's Share of Cash Value:

1.2.3.7

1.2.3.8

1.2.3.9

1.2.4 Policy 6795632: Basic Policy ($60,000)

1.2.4.1 Cash Value as of 5/26/1988: WAITING FOR FROM LOCY

1.2.4.2 Cash Value as of 7/19/94: $7,465.20 (from Wife's prop stmt, pg. 29)

1.2.4.3 Cash Value: $8,046.75 as of 6/12/95 (Cash Dvd).

1.2.4.4 Cash Value as of 3/18/97: Basic Policy Cash Value: $9,113.10; Dividend: $312.00; Terminal Dividend $56.40.

1.2.4.5 Calculation of Wife's Share of Cash Value: STILL NEED 88 FIGURES

1.2.4.6

1.2.4.7

1.2.4.8

1.2.4.9

1.2.4.10 Wife's Total Share: _____

1.3

Husband shall retain 100% or one hundred percent of the Non-IRA investments issued by New England Mutual Life Insurance (NEML), such non-IRA investments only as itemized below, *provided that Husband pay to Wife, simultaneously with*

*execution of these Stipulations, an amount of $818.58** which is equal to the following calculation as supported below*: fifty percent of the difference between the value of the investment as of approximately the date July 31, 1988 and the value of the investments as of the date December 30, 1993; after such initial figure is calculated, such amount is then to be compounded annually, assuming an eight percent per year return (further multiplied by 1.08% per year for 3.3 years (the length of time between 12/93 and 4/97). Husband stipulates that Husband has no liens against such investments. This payment shall be a transfer of marital property and shall not represent taxable income to the Wife, nor shall such payment be tax deductible to Husband.

1.4 Values as of 7/31/1988:

1.4.1.1 Non/IRA Cash Mngmt Trust M/M Series, 2085987-5-=$435.70

1.4.1.2 Non-IRA/Growth Fund, 3036062-6=79.192 shares times $7.46 per share (approx.)=$595.37

Note: Adjustment not made herein for months of May, June and July, 1988; also actual growth rate of account was significantly greater than 8%, but Wife has not as yet had time to recalculate such figures to align with actual growth rate and still submit this offer sufficiently prior to Monday's meeting:* ***Wife reserves the right herein to recalculate such amounts accordingly.

1988 FIGURES STILL NEEDED PRIOR TO CALCULATION OF CASH VALUE OF POLICIES – ONLY ONE STILL NEEDED

PENSION CALCULATION NOT AS YET DONE

1.4.1.3 Total Non-IRA Mutual Fund Summary = $1,031.07

1.4.1.4 Values as of 12/31/1993 with 8 percent return 93-4/97

1.4.1.5 Non/IRA Cash Mngmt Trust M/M Series, 2085987-5- =1065.160 shares times one dollar per share = $1,065,16 minus $435.70=$629.46 divided by 2=$314.73 times 1.08=339.90 (94) times 1.08=367.10 (95) times 1.08=396.47 (96) times 1.0266 (1/3 of yr.)=$407.02

1.4.1.6 Non-IRA/ Growth Fund, 3036062-6=$10.40/ share x 118.445 shares=$1,231.83 minus $595.37=$636.46 divided by 2=$318.23 times 1.08=343.68 (94) times 1.08=371.18 (95) times 1.08 (96)=400.87 times 1.0266 (1/3 of yr.) (97)=$411.56

*1.4.1.7 Payment due to Wife for Non-IRA Insurance Related Investments: $407.02+ $411.56=$818.58***

EXHIBIT B

[T.d. 341]

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES a/k/a D'ELLEN BARDES TODD SS #: 270-52-9846 DOB: 07/21/56 Plaintiff vs. SAMUEL POGUE TODD III SS #: 293-56-1656 DOB: 10/9/54 Defendant	:	**CASE NO. DR9402798** **FILE: E 194749-0-7** **Judge Penelope Cunningham** **Magistrate William Murphy** **ADDENDUM TO PROPERTY SETTLEMENT STIPULATIONS**

(FILED AUGUST 23, 1999, T.d. 308)

The parties hereto, Dee Ellen Garrison Bardes (Wife) and Samuel Pogue Todd, III (Husband) entered into Property Settlement Stipulations on or about May 5, 1997.

At that time, there were property issues left unresolved including, but not limited to:

1. Quit Claim Deed from Husband to Wife for real estate located at 1035 Paxton Road, Cincinnati, Ohio 45208;

2. Payment to Wife of a lump sum for Husband's interest in Deloitte & Touche Pension Plan (Section 1.10 of Property Settlement Stipulations);

3. Payment to Wife of a lump sum for Husband's interest in cash value of policies of insurance on his life.

The parties have now resolved these three (3) issues as follows:

1. Husband has delivered to Wife a Quit Claim Deed to the real estate; and Wife shall retain the real estate free and clear of any claim of Husband. Wife shall also be responsible for any and all debts, including real estate taxes, insurance, etc. related to the real estate and shall H[sic]old Husband harmless thereon.

2. Husband has paid to Wife the sum of $7,400.00 for Wife's interest in the pension plan and cash value of life insurance. Husband may now retain his interest in the pension plan and cash value in the policies of life insurance on his life, free and clear of any claim of Wife.

Pursuant to Section 1.7 of the Property Settlement Stipulations, Husband has executed all documents necessary to dissolve Todd EDP Audits, Inc. and will share equally with Wife in the costs of dissolution.

Any and all other terms of the Property Settlement Stipulations shall remain in full force and effect and shall not be affected hereby.

This Addendum is dated the 18 day of November, 1998.

WITNESS:

/s/ Samuel Todd IV
Printed Name:

/s/ Dee Ellen G. Bardes
Dee Ellen Garrison Bardes
11/18/98

/s/ Samuel P. Todd III
Printed Name: _____

/s/ Wm. S. Abernethy
Printed Name:
William S. Abernethy, Jr.

/s/ Samuel Pogue Todd, III
Samuel Pogue Todd, III
11/18/98

/s/ Marsha Bowen
Printed Name:
Marsha Bowen

[T.d. 341, Exhibit C Incorporating T.d. 151]

EXHIBIT C

Dee Ellen Bardes
Plaintiff/Pro Se

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

D'ELLEN BARDES a/k/a D'ELLEN BARDES TODD SS #: 270-52-9846 DOB: 07/21/56 Plaintiff vs. **SAMUEL POGUE TODD III** SS #: 293-56-1656 DOB: 10/9/54 Defendant	CASE NO. DR9402798 File: E 194749-0-7 C.S.E.A.: ___ Judge Penelope Cunningham Magistrate William Murphy STIPULATIONS: FATHER'S TRUSTS' EXPERT WITNESSES & TESTIMONY, & POST TRIAL PROFFERS (FILED JUL. 29, 1997) [T.d. 151]

It is hereby stipulated by both parties and counsel, for the purpose of any child support, and spousal support hearings held on the 15th day of May, 1997, and the 31st of July, 1997, and any other future dates:

1 The following witnesses shall be fully considered as "Expert Witnesses" by this Court, on either the basis of their respective Curriculum Vitae which are attached hereto or otherwise filed with this Court, or on the basis of their titles and positions and duties with their respective employers, whichever may be applicable:

1.1 **Ronald J. Retzler, Senior Vice President, Investment Management & Trust, PNC Bank**

1.2 **Scott Swan, Assistant Vice President and Trust Officer for the Trust of Samuel P. Todd, Jr., PNC Bank**

2 Any testimony given by Mr. Retzler on any date, shall be considered "expert opinion" and or "expert testimony" by this or any Court, provided that if any such trust instruments, statements, reports, articles, or opinions also contain statements of fact, each statement of fact shall also separately be fully considered and admissible into evidence as a "fact" without limitations or restrictions of any kind, due to effecting these Stipulations, [assuming that the fact or facts are relevant and otherwise admissible as evidence.] [WSAJ DB]

3 In lieu of initial testimony from Mr. Swan and or additional testimony from Mr. Retzler, Plaintiff (Wife), may present and admit into evidence written statements, reports, articles, or opinions garnered directly or indirectly from the above experts to this Court. Any such statements, reports, articles, or opinions [relevant to this case and admissible as evidence] shall be considered "expert opinions" and or "expert testimony" by this or any Court, provided that if any such statements, reports, articles, or opinions also contain statements of fact, each statement of fact shall also separately be fully considered and admissible into evidence as a "fact" without limitations or restrictions of any kind, due to effecting these Stipulations, [assuming that the fact or facts are relevant and otherwise admissible in evidence.] [WSAJ DB]

4 Any written statements, reports, articles or opinions submitted as set forth herein shall constitute such expert witnesses' testimony and or additional testimony and or a proffer of the evidence, whichever may

be applicable, the same as if such testimony was delivered orally word for word at Trial, and as such any opinions and statements rendered in writing shall be designated as the "opinions and testimony of an expert witness", and as such shall be fully and appropriately considered by this or any Court, [a? illegible assuming relevancy and admissibility.] [WSAJ DB]

5 Defendant and Defendant's counsel knowingly and willingly waive any rights of confrontation at future hearings to each and every expert witness specified above in the event and only in the event that any such witness does not orally testify at any such hearings, [subject to Defendant's right to call the individuals as a witness in this case.] [WSAJ DB]

6 Defendant and Defendant's counsel shall not object to the admissibility of any such written statements, reports, articles or opinions submitted, [subject to relevancy and admissibility.] [WSAJ DB]

7 In the event that such expert witnesses fail to cooperate in the submission of appropriate and complete written statements, Plaintiff reserves the right to have such expert witnesses appear in person at any hearing or at any deposition pretrial and or post-trial.

8 Defendant's Counsel and Plaintiff agree that Plaintiff preserves any and all of her rights to prepare for her appeal to any Court, via the preparation and submission of post-trial of evidence. Plaintiff may prepare and submit either written proffers and or oral records/transcriptions of any post-trial depositions conducted by Plaintiff and or any post-trial evidence, for the purposes of filing any Post Trial Proffer(s) of Evidence on any subject matter for any Court, to facilitate the appeals process to any Court. Such Proffer(s) may be conducted, submitted, prepared and filed at any time after the July 31, 1997 hearing, without limitations or restrictions of any kind, [except that

such proffer, or proffers, must be completed prior to the entry of a decree of divorce herein. [DB WSAJ] [subject to such decree not being entered + such merits hearing not being scheduled without Plaintiff's knowledge] [DB WSAJ]

By: /s/ D. Bardes
Dee Ellen G. Bardes, Plaintiff, Pro Se
1035 Paxton Avenue, Cincinnati, OH 45208
513/871-4959

By STRAUSS & TROY:
/s/ William S. Abernethy
William S. Abernethy, Jr., (0002137),
Attorney for Samuel P. Todd III
2100 PNC Center, 201 East Fifth Street,
Cincinnati, OH 45202
513/621-2120

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has this 23 day of July, 1997 been served via hand delivery to William S. Abernethy, Jr., Counsel for the Defendant, Strauss & Troy, L.P.A., 2100 PNC Center, 201 E. Fifth Street, Cincinnati, OH 45202.

/s/ D Bardes
Dee Ellen Bardes, Plaintiff/Pro Se

PNC Bank, Ohio, N.A.
201 East Fifth Street
P.O. Box 1198
Cincinnati, Ohio 45201-1198

PNC PRIVATE BANK
(513) 651-8431

July 28, 1997

D'Ellen Bardes
1035 Paxton Avenue
Cincinnati, Ohio 45208

Dear Ms. Bardes:

Re: Revocable Trust of Samuel P. Todd, Jr. dated December 3, 1990; amended on January 22, 1996, and amended again on May 31, 1997

I am the account manager for the captioned trust.

During the life of Samuel P. Todd, Jr. the only permissible beneficiaries of the captioned trust are the Grantor and his spouse. If the Grantor's spouse should survive Grantor, the trust is divided into a marital trust from which only the spouse may benefit, and a family trust. At the spouse's death the marital trust pours over to the family trust. The family trust distribution provisions are enclosed as paragraphs (B) (1), (2), and (3). Your review of these provisions will indicate that upon the Grantor's death, his spouse, his children, and their issue are discretionary income and principal beneficiaries. The distribution standards are set forth in paragraph (1) and expanded upon in paragraph (2). Paragraph (3) provides for distribution to the Grantor's children (or the issue of a predeceased child) in equal shares upon the death of the survivor of the Grantor and his spouse.

The 1996 Amendment prohibits any distribution to Samuel P. Todd III until his divorce from D'Ellen Bardes Todd is "final."

The Grantor can withdraw any and all assets, terminate the trust, or amend the trust at any time prior to his death as long as he is competent.

Sincerely,

/s/ Scott Swan
Scott Swan
Assistant Vice President

cc: Keith K. Johnson, Senior Counsel

Plaintiff's handwritten note:
May 13, 1997 Amendment not presented to Plaintiff or court prior to May 15, 1997 trial

T.d. 340

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes Plaintiff -vs.- Samuel Pogue Todd III Defendant	Case No: DR9402798 File No: E194749 CSEA No: **ENTRY** Judge Cunningham

(ENTERED DEC. 30, 1999)

The above captioned matter came before the Court pursuant to submission of the Final Judgment Entry Decree Of Divorce. Each party submitted their respective proposed decrees. On December 20, 1999 Plaintiff filed a four part motion. Said motion the Court finds is not well taken and same is denied.

The Court hereby accepts the Final Judgment Entry Decree of Divorce submitted by Defendant and costed on December 23, 1999. Said decree incorporates an effective date of September 1, 1998 for child support and preserves any arrearage in Defendant's child support account. This decree sets forth the Court's orders and upon journalization shall become the final order of the Court.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 331

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes	:	Case No. DR9402798
Plaintiff	:	Filed No. E-194749-0-7
-vs-	:	
Samuel Pogue Todd III	:	Judge Cunningham
Defendant	:	**ADDENDUM TO DECISION ON OBJECTIONS**
	:	

(ENTERED NOV. 29, 1999)

It having come to the Court's attention that Plaintiff disputes the Court's prior decision of November 1, 1999 denying her motion to set aside the stipulation regarding Defendant's 1996 disposable income, the Court hereby further addresses Plaintiff's motion.

Although Plaintiff would argue that her motion to set aside is timely and cites to her objections filed on September 9, 1998 (Sec. 33-33.5 pages 58 & 59), the Court determines the following:

1. Plaintiff's objections 33.1 through 33.5 do not include a specific objection to the parties' stipulation found on page 5, 2nd paragraph of the Magistrate's decision of August 27, 1998.

2. The record in this case establishes that the "stipulation" to which Plaintiff refers in her motion of September 23, 1999 was not a stipulation to Defendant's gross

income or Exhibit 26 or to Defendant's disposable net income. The parties' stipulation was based upon the mathematics of a presumption, i.e., that if you accept the income figures offered by Defendant in his Exhibit 26 and his expense figures, then his net disposable income per year would be $2,148.00. The Magistrate's decision clearly sets forth Plaintiff's objection to the admission of Defendant's Exhibit 26 (see page 9, 2nd line of the August 27 1998 decision).

3. In Plaintiff's objections 33.1 through 33.5, Plaintiff never objected to the "stipulation" but objected at 33.1 to each and every word and sentence in the second paragraph on page 5; at 33.2 that she did not stipulate to Exhibit 26; at 33.3 that the annual gross income figure was wrong and contrary to the weight of the evidence; and at 33.4 and 33.5 that no consideration should be given to the use of a disposable income figure for Defendant. Plaintiff's 33.1 was overruled as this is a general objection and insufficient to preserve an issue for judicial consideration. Plaintiff's 33.2 was overruled as the stipulation set forth in the second sentence does not state that Plaintiff stipulated to Exhibit 26. As noted above by this Court, the Magistrate's decision stated that Exhibit 26 was admitted over Mother's objection. Plaintiff's 33.3 was overruled as the Court believes the record does support a determination of Defendant's annual gross income at approximately $75,700. Plaintiff's 33.4 and 33.5 were overruled **since Defendant's disposable income was appropriately considered when addressing Plaintiff's request that Defendant pay/contribute to the minor children's private school tuition.**

The Court hereby affirms its decision of November 1, 1999 for the reasons set forth above.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 330

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes	:	Case No. DR9402798
	:	File No. E- 194749-0-7
Plaintiff	:	Judge Cunningham
-vs-	:	**DECISION**
Samuel Pogue. Todd III	:	
Defendant	:	

(FILED NOV. 17, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's motion to harmonize duration of medical/health insurance orders with education support orders with memo XX and objections (B) filed on November 3, 1999 and Plaintiff's motion to harmonize duration of "tax benefits" child support orders, recharacterizing property as support, absent agreement and objections (A) filed on November 10, 1999. Defendant's responses thereto were filed on November 12, 1999.

The Court finds said motions are not well-taken and same are hereby overruled. The Court's order of health care shall remain in full force and effect for each minor child until such time as that child reaches the age of eighteen (18) and no longer attends an accredited high school on a full-time basis. The Court has previously

addressed the matters raised by Plaintiff in her filing of November 10, 1999.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 325

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	:	Case No: DR9402798
	:	File No: E194749
Plaintiff	:	CSEA No:
-vs-	:	**DECISION ON MOTION TO SET ASIDE AN OBJECTION TO 9/1/99 FINDINGS**
SAMUEL POGUE TODD III	:	Judge Cunningham
Defendant	:	

(FILED NOV. 1, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's motion to set aside what Plaintiff terms the "alleged stipulation" regarding Father's 1996 disposable income or in the alternative a motion for hearing regarding the "alleged stipulation". Plaintiff also objects to the Court's findings in its decision of 9/1/99 as it relates to Defendant's income. The Court considered Plaintiff's motions and objections without oral hearing.

The Court finds the motion to set aside is not well-taken and same is hereby denied. Plaintiff's motion is not timely as the matter to which she refers was included in the Magistrate's finding of facts issued in his decision entered of record on August 27, 1998. Plaintiff failed to timely raise her objection to this finding pursuant to Civil Rule 53 of the Ohio Revised Code. The Court also hereby denies Plaintiff's request for a hearing regarding the "alleged stipulation".

Plaintiff's objections to the Court's findings are not well-taken and same are hereby overruled.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 324

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	:	Case No: DR 9402798
	:	File No: E194749
Plaintiff	:	CSEA No:
-vs.-	:	**DECISION GRANTING MOTION TO SET MERITS HEARING**
SAMUEL POGUE TODD III	:	
Defendant	:	Judge Cunningham

(ENTERED NOV. 1, 1999)

The above captioned matter came before the Court pursuant to Defendant's motion to set a merits hearing filed on September 21, 1999. The Court considered this motion without oral hearing. Plaintiff filed a response to Defendant's motion on September 29, 1999 followed by Defendant's reply filed on October 5, 1999. The Court has considered the response and reply.

The Court finds Defendant's motion is well-taken and same is hereby granted. The Court orders the above captioned matter be set for a merits hearing forthwith. Court costs subsequent to May 6, 1997 shall be paid by the Plaintiff except Defendant shall bear the costs associated with the filing of his Shared Parenting Plans.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 319

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES Plaintiff -vs- SAMUEL P. TODD III Defendant	Case No. DR9402798 File No. E-194749 Judge Cunningham **ORDER FOR SUBMISSION AND DETERMINATION WITHOUT ORAL HEARING OF DEFENDANT'S MOTION TO SET MERITS HEARING**

(ENTERED SEP. 22, 1999)

Defendant's motion to set a merits hearing filed on September 21, 1999 shall be determined by the Court without oral hearing. Plaintiff shall have seven days from journalization of this order to file her response to Defendant's motion. Defendant shall have seven days to reply to any response filed by Plaintiff. Thereafter, the Court shall take the motion under submission for decision and order. Counsel for Defendant is hereby directed to remove this matter from the Court's docket.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 318

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES Plaintiff -vs- SAMUEL P. TODD, III Defendant	:	Case No. DR9402798 File No. E-194749 Judge Cunningham **ENTRY ADOPTING FATHER'S PROPOSED SECOND AMENDED SHARED PARENTING PLAN**

(FILED SEPT. 22, 1999)

The above captioned matter came before the Court pursuant to Father's filing of his second amended shared parenting plan. The Court finds that Father's second amended shared parenting plan, filed on September 16, 1999, includes the changes requested by the Court in its entry of September 1, 1999. Therefore, the Court hereby adopts as its parenting order Father's Proposed Second Amended Shared Parenting Plan filed on September 16, 1999.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 317

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES a/k/a D'ELLEN BARDES TODD SS #: 270-52-9846 DOB: 07/21/56 Plaintiff	:	CASE NO. DR9402798 FILE: E 194749-0-7 CSEA #AA89964/01 Judge Penelope Cunningham Magistrate William Murphy
vs.	:	**MOTION TO SET MERITS HEARING**
SAMUEL POGUE TODD III SS #: 293-56-1656 DOB: 10/9/54 Defendant	:	(FILED SEP. 21, 1999)

Now comes Defendant, Samuel P. Todd, III, through his counsel, and respectfully moves this Court for an Order setting this matter for a hearing on the merits of the divorce. Defendant states that all issues herein have been resolved either by agreement of the parties or by Order of this Court. On that basis, this matter should be scheduled for a hearing on the merits of the Divorce.

WHEREFORE, Defendant requests that this Court issue an order setting the matter for a hearing on the

merits of the Divorce and for such other relief to which Defendant may be entitled.

STRAUSS & TROY

By: William S. Abernethy
William S. Abernethy, Jr.
(0002137)
Attorney for Defendant
The Federal Reserve Building
105 East Fourth Street, 4th Floor
Cincinnati, OH 45202
(513) 621-2120

T.d. 315

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES

Plaintiff

-vs-

SAMUEL P. TODD III

Defendant

Case No. DR9402798

File No. E-194749

Judge Cunningham

CORRECTION TO DECISION AND ORDERS ENTERED OF RECORD SEPTEMBER 1, 1999

(ENTERED SEP. 3, 1999)

The Court hereby corrects the record as follows:

Plaintiff's Objections

The Court admitted into evidence Plaintiff's Exhibits A,B,C, and D during the December 4, 1998 oral argument on objections. Exhibit E was not admitted into evidence.

The parties stipulated that page two of Plaintiff's exhibit #6, entitled mother's financial resources, indicates that the value of mother's portfolio as of 10/17/97 was $710,706.00 and the Magistrate added the equity in the residence real estate and another $5,000 worth of property settlement to arrive at the figure of $838,000 as set forth on page of [sic] the Magistrate's Decision. The Magistrate's finding of the value of Plaintiff's portfolio is hereby corrected to $710,706.00.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 314

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Dee Ellen Garrison Bardes	:	Case No: DR9402798
Plaintiff	:	File No: E194749
- vs. -	:	CSEA No:
Samuel Pogue Todd III	:	**DECISION AND ORDERS**
Defendant	:	Judge Cunningham
	:	

(ENTERED SEP. 01, 1999)

The above captioned matter came before the Court on November 4 and December 4, 1998 pursuant to 1) Plaintiff's motion to vacate the Magistrate's Decision of August 27, 1998 ; 2) Plaintiff's motion to compel issuance of findings of fact and conclusions of law pursuant to the Court's decision on the allocation of parental rights and responsibilities; 3) Plaintiff's motion to preserve original jurisdiction over college expenses post-decree; 4) Plaintiff's motion to compel Defendant's submission of court ordered modifications to Defendant's shared parenting plan; 5) Plaintiff's motion and affidavit for declaratory judgement re: updated Civ. R.53; 6) Plaintiff's request for a decision regarding whether the Court will retain post-decree jurisdiction to modify provisions contained in the parties' Property Settlement Stipulations addressing designation of the dependency exemptions for the minor children for income tax purposes and life insurance on

the life of Defendant for the benefit of the children; and 7) Plaintiff's timely filed objections to the Magistrate's Decision with Findings of Fact and Conclusions of Law entered of record on August 27, 1998.

Plaintiff was present, pro se, during oral argument on the objections and motions; Defendant was present with his attorney, Mr. William Abernethy. A transcript of the proceedings before the Magistrate was filed with the Court. Plaintiff filed citations to the transcript in March, 1999 at which time the Court took all pending matters under submission for decision. Since this submission, Plaintiff has continued to file numerous motions. The Court is of the opinion that all matters were more appropriately addressed taken as a whole and thus issues its decision some months after the submission in March due to the motions subsequently filed by Plaintiff and the numerous contacts made by Plaintiff with Court personnel after March, 1999.

Based upon the record in this case, the applicable law and following oral argument on the objections, the Court's decision is as follows:

1) Motion to Vacate Magistrate's Decision

This motion is not well-taken and same is hereby overruled.

2) Motion for Findings of Fact and Conclusions of Law

The Court issued its findings of fact and conclusions of law on December 29, 1998. On page one of the decision, the Court sets out its understanding of the time frame within which the findings and conclusions of law were to be

issued. Plaintiff has also requested the Court remand to the Magistrate the issue of the allocation of private schooling expenses for the minor children. Said remand to include an order that the Magistrate consider the Court's findings of fact and conclusions of law entered of record on December 29, 1998 in determining the allocation of expenses. This request is hereby denied.

3) Motion to Preserve Original Jurisdiction over College Expenses Post-Decree

Plaintiff's request as set forth in this motion is hereby denied. Plaintiff has raised the issue of college expenses pursuant to the Court's original jurisdiction. The Court retains jurisdiction over the issue of the allocation of college expenses for the parties' children which may be incurred during their minority. Should Plaintiff file an appeal of the Court's decision denying her request to order an allocation between the parties for the college expenses of their children once they have attained the age of majority, the matter will be appropriately addressed by the Court of Appeals or the trial court upon remand.

4) Motion to Compel Defendant's Submission of Court Ordered Modifications to Shared Parenting Plan

On November 6, 1998, the Court issued its order pursuant to this motion. Defendant filed his proposed amended shared parenting plan on November 20, 1998 and Plaintiff filed her response thereto on January 4, 1999. The Court, by separate entry, attached hereto and incorporated herein, has addressed Defendant's proposed amended plan and Plaintiff's response thereto.

5) Motion and Affidavit for Declaratory Judgment re: Updated Civ. R. 53

This motion is not well-taken and same is hereby overruled to the extent that the Court is fully aware of the changes made to Civ. R. 53 referred to by Plaintiff in her motion. Unless there is apparent error on the face of the decision, the Court may adopt the Magistrate's decision without conducting an independent review prior to the filing of objections. Once objections are filed, the Court must then consider and rule on the objections.

6) Question of Court's Post-Decree Jurisdiction to Modify Designation of Dependency Exemptions and Defendant's Life Insurance for the Benefit of the Children.

The Court shall retain jurisdiction to enforce and/or modify those provisions relating to the designation of the dependency exemptions for the minor children. Ohio Revised Code Section 3113.21(C)(1)(e) provides that whenever a Court modifies, reviews, or otherwise reconsiders a child support order, it may reconsider which parent may claim the children who are the subject of the child support order as dependents for federal income tax purposes and shall issue its determination on this issue as part of the child support order.

The Court's jurisdiction over the issue of Defendant's life insurance for the benefit of the children is limited only to enforcement of the provisions as set forth in the Property Settlement Stipulations and Shared Parenting Plan. Although Defendant cites to Section 11.4 of the Property Stipulations as support for his position that the parties intended for the Court to retain jurisdiction to

modify the provisions relating to life insurance, this section refers to "disbursements" from the subtrust/account which would be created to hold the death benefit proceeds for the children. The Court also notes that the life insurance provisions apply beyond the children's minority. Defendant was correct in his statement that the Court cannot order him to maintain life insurance for the benefit of the children, however, once he agrees to do so, and said agreement is incorporated into the Decree of Divorce, the Court has the obligation and jurisdiction to enforce its orders. It does not follow, however, that the Court can modify the agreed life insurance provisions.

Plaintiff's argument that the Court may not retain jurisdiction to modify the dependency exemptions for the reason that the parties agreement on this issue is set forth in the Property Settlement Stipulations and, therefore, is a contractual matter between the parties is without merit. The Court has the power and authority to modify the dependency exemptions. Further, Plaintiff's argument that the Property Settlement Stipulations are not to be incorporated into the final judgment of decree of divorce is unsupported by the evidence and the Stipulations. Section 15.1 of the Stipulations states " . . . Husband and Wife agree to pay anticipating that the parties shall incorporate these Stipulations into a still-to-be executed Separation Agreement, if any, which in any event shall be further incorporated in a Divorce Decree to be filed in the Hamilton County Court of Common Pleas, Division of Domestic Relations."

Plaintiff's Objections

During oral argument on the objections, the Court admitted into evidence Plaintiff's Exhibits A, B, D, and E [sic (C)]. Additionally, the parties entered into agreed changes to the Magistrate's findings of fact and decision which changes are as follows:

1. Page 1, preamble to the findings of fact: It was agreed that Plaintiff would provide Defendant and the Court with language to replace that of "A hearing for the determination of all issues." The Court will accept Plaintiff's statement absent an error as to the matters properly before the Magistrate.

2. Page 1, #2: "The parties entered in a shared parenting plan," shall be changed to the Court, by decision and entry of May 23, 1997 determined that shared parenting would be in the best interest of the children.

3. Page 1, #2: The terms "life insurance" and "allocation of the tax dependency exemption of the minor children" are stricken from this paragraph.

4. Page 6, #9: This finding shall be stricken in its entirety.

5. Page 6, #10.d: Replace the language "their retirement benefits" with "Husband's retirement benefits".

6. Page 8, #11: Add to the Magistrate's finding that "The parties stipulated to the payment of court costs." the following: This stipulation addressed the payment of court costs through May 5, 1997 (see Property Settlement Stipulations, page 18, #15.1).

7. Page 10, #2: Change the term "residential parent and legal custodian" to "Mother".

8. Page 10, #3: Strike this paragraph in its entirety.

This concludes the parties agreed changes to the Magistrate's findings of fact and decision.

The Court now proceeds to address Plaintiff's remaining objections as follows:

1. Plaintiff objects to the Court's adoption of the Magistrate's decision prior to the filing of Plaintiff's objections. This objection is not well-taken and the same is hereby overruled.

2. Plaintiff objects that the Magistrate's decision violates the Court's order of reference and Civ. R. 53(C)(1)(c)(i-ii). This objection is not well-taken and same is hereby overruled. Civ. R. 53(C)(1)(b) states the order of reference may be specific to a particular case or may refer categories of motions or cases. The order of reference issued by the Court's administrate judge is a general order of reference. Said order is attached hereto and incorporated herein.

3. Plaintiff objects to the Court's premature adoption of the Magistrate's decision. This objection has been addressed by the Court above, i.e., the Court's adoption of the decision occurred prior to the filing of objections. With the filing of objections the decision and adoption of same were stayed pending a ruling on the objections.

4. Plaintiff objects that the Magistrate did not apply the correct subsection of Revised Code Section 3113.215 to this case in addressing the deviation factors for child support purposes for the reason the Magistrate found

"the parties entered into a shared parenting plan". This objection is not well-taken and same is hereby overruled. Ohio Revised Code Section 3113.215(B)(6)(a) applies to any shared parenting order issued by the Court pursuant to Section 3109.04 without regard to the subsection pursuant to which the plan is adopted and the Court's order of shared parenting is issued.

5. Plaintiff contends that the Court must find that the use of the child support guidelines is unjust and inappropriate to Mother and the children, or is an error of law, abuse of discretion, prejudicial to Mother and the children. Plaintiff also objects that the Magistrate did not correctly calculate Defendant's income. As noted, Plaintiff's exhibits A, B, D, and E [sic (C)] were admitted into evidence during oral argument on the objections. The Court finds that the Magistrate's calculation of Defendant's income is supported by the evidence.

In addressing the issue of child support, the Court hereby makes the following findings: The Magistrate's calculation of Defendant's income is supported by the weight of the evidence. However, the Court corrects the child support worksheet attached to the Magistrate's decision to reflect that both parents are residential parents and legal custodians of the minor children (see worksheet attached hereto and incorporated herein).

In *Weinberger vs Weinberger*, (May 15, 1998), Hamilton App. No. C-970552, unreported, the Court of Appeals for the First District held that in light of the Ohio Supreme Court's holding in *Pauly vs Pauly* (1997), 80 Ohio St.3d 386, that the exclusion of the residential parent's support from the child support order pursuant to R.C. 3113.215(C)

does not apply to shared parenting arrangements, it follows that both parents in a shared parenting arrangement should be ordered to pay support in accordance with the worksheet. The appellate court concluded that neither parent in a shared parenting arrangement is entitled to the Revised Code Section 3113.215 (C) presumption that his or her support obligation is spent on the children. Rather, both of their obligations must be included in the order. This holding was reaffirmed in *Congdon vs Congdon* (Nov. 13, 1998), Hamilton App. No. C-971002, unreported.

Therefore, this Court finds that Father is obligated to pay support in the amount of $11,993 and Mother is obligated to pay support in the amount of $4,089. However, to avoid the administrative processing fees associated with issuing two deduction orders (the parties would each be paying 2% poundage processing fee) which the Court determines would not be in the best interest of the children, the Court hereby offsets Mother's obligation against Father's obligation leaving a net payable yearly child support for the two minor children by Father of $7,904. The Court finds this amount unjust and inappropriate and not in the best interest of the children. In making this determination the Court considers the time allocation between the parties, the disparity in income, and the sharing of unreimbursed medical expenses and extracurricular activity expenses for the children as deviation factors sufficient to support this finding. The Court finds that the appropriate level of Father's support for the minor children, in consideration of these deviant factors is $15,000 per year or $7,500 per year, per child. A wage deduction order shall issue

accordingly. While the Court considered Mother's election to send the minor children to a private school and the expenses incurred by Mother as a result thereof, the Court finds Father's support obligation for the minor children should not be increased to accommodate Mother's election of schooling for the children.

6. Plaintiff objects that the Magistrate's decision contains error of law assuming continuing jurisdiction over contractual agreement representing property settlement of the parties. This objection is not well-taken and same is hereby overruled.

7. Plaintiff objects that the Court errs in dismissing issues of state and federal constitutional claims raised by Plaintiff in her closing argument. This objection is not well taken and same is hereby overruled. The Court declines to affirm Plaintiff's assertion with regard to her constitutional claims.

8. Plaintiff object [sic] to the Magistrate's decision as it relates to spousal support. This objection is not well-taken and same is hereby overruled.

All other objections of Plaintiff are found to be not well-taken and same are hereby overruled.

Except as otherwise set forth herein or as set forth in other decisions, orders, entries, etc of this Court, the Court adopts the Magistrate's decision with findings of fact and conclusions of law.

IT IS ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

BEST AVAILABLE COPY

Worksheet
Hamilton County Domestic Relations Court
Child Support Computation
Sole Residential Parent or Shared Parenting Order

Name of Parties: BARDES/TODD
Case No. A /DR DR9402798

Mother has _____ pay periods/yr
Father has 12 pay periods/yr

Number of minor children : 2

		COLUMN I FATHER	COLUMN II MOTHER	COLUMN III COMBINED
1.a	Annual gross income from employment OR, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years (exclude overtime and bonuses.....	$50,000	$10,920	
1.b	Amount of overtime and bonuses:			
	FATHER: YR 3 $	$0		
	YR 2 $	$0		
	YR 1 $	$0		
	AVERAGE	$0		
	MOTHER: YR 3 $		$0	
	YR 2 $		$0	
	YR 1 $		$0	
	AVERAGE		$0	
	Lesser of 3 year average or year 1	$0	$0	
	(Include in Column I and/or Column II the average of the three years or the year 1 amount, whichever is less, IF THERE EXISTS A REASONABLE EXPECTATION THAT THE TOTAL EARNINGS FROM OVERTIME AND/OR BONUSES DURING THE CURRENT CALENDAR YEAR WILL MEET OR EXCEED THE AMOUNT THAT IS THE LOWER OF THE AVERAGE OF THE THREE YEARS OR THE YEAR 1 AMOUNT. IF, HOWEVER, THERE EXISTS A REASONABLE EXPECTATION THAT THE TOTAL EARNINGS FROM OVERTIME/BONUSES DURING THE CURRENT CALENDAR YEAR WILL BE LESS THAN THE LOWER OF THE AVERAGE OF THE THREE YEARS OR THE YEAR 1 AMOUNT, INCLUDE ONLY THE AMOUNT REASONABLY EXPECTED TO BE EARNED THIS YEAR.).....	$50,000	$10,920	
2	Annual income from interest and dividends (whether or not taxable).....	$1,926	$11,129	
3	Annual income from unemployment compensation.....	$0	$0	
4	Annual income from workers' compensation or disability insurance	$0	$0	
5	Other annual income (identify).....	$23,791	$0	
6	Total annual gross income (add lines 1-5).....	$75,717	$22,049	
7	Annual court-ordered support paid for other children.....	$0	$0	
8	Adjustment for minor children born to either parent and another parent, which children are living with this parent (number of children — times federal income tax exemption less child support received for the year, not to exceed the federal tax exemption).....	$0	$0	
9	Annual court-ordered spousal support paid to a former spouse..	$0	$0	
10	Amount of local income taxes actually paid or estimated to be	$1,550	$0	
11	For self-employed individuals, deduct 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate.....	$0	$0	
12	For self-employed individuals, deduct ordinary and necessary business expenses.....	$0	$0	
13	Total gross income adjustments (add lines 7-12).....	$1,550	$0	
14	Adjusted annual gross income (subtract line 13 from 6).....	$74,167	$22,049	
15	Combined annual income that is basis for child support order (add line 14, Col. I and Col. II).....			$96,216
16	Percentage of parent's income to total income:			
	a. Father (divide line 14, Col. I by line 15, Col. III).....	77.08%		
	b. Mother (divide line 14, Col. II by line 15, Col. III).....		22.92%	= 100%

App. 151

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	COLUMN I FATHER	COLUMN II MOTHER	COLUMN III COMBINED
17 Basic combined child support obligation (Refer to basic child support schedule in division (D) of section 3113.215 of the Revised Code; in the first column of the schedule, locate the sum that is nearest to the combined annual income listed in line 15, Col. III of this worksheet, then refer to the column of the schedule that corresponds to the number of children in this family. If the income of the parents is more than one sum and less than another sum in the first column of the schedule, you may calculate the basic combined child support obligation based upon the obligation for those two sums.)			# 16,082
18 Annual child care expenses that are work, employment training, or education related, as approved by the court or agency (deduct the tax credit from annual cost, whether or not claimed)	$575	$0	
19 Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order	$1,301	$0	
20 Total child care and medical expenses (Add lines 18 and 19, Col. I and II)	$1,761	$0	
21 Combined annual child support obligation for this family (Add lines 17 and 20, Col. I and II)			$17,843
22 Annual support obligation/parent: a. Father (multiply line 21, Col. III, by line 16a)	$13,754		
b. Mother (multiply line 21, Col. III, by line 16b)		$4,089	
23 Adjustment for actual expenses paid for annual child care expenses and marginal, out-of-pocket costs, necessary to provide for health insurance (enter number from line 18 or 19 if applicable)	$1,761	$0	
24 Actual annual obligation (Subtract line 23 from Line 22a or 22b	$11,993	$4,089	
25 Gross household income per party after exchange of child support (add lines 14 and 24, Col. I or II for residential parent or, in the case of shared parenting order, the parent to whom child support will be paid; subtract line 24 Col. I or II from line 14 for parent who is not the residential parent or, in the case of shared parenting order, the parent who will pay child support)	$62,174	$34,042	
26 Comments, rebuttal, or adjustments to correct figures in lines 24, Col. I and 24, Col. II if they would be unjust or inappropriate and would not be in best interest of the child or children (specific facts to support adjustments must be included) See Court's decision on objections, page 7.	$15,000	-	

27 Final figure (this amount reflects final annual child support obligation) ..... Father is Obligor $15,000

28 For Decree: child support per month per child (divide obligor's annual share, line 27, by 12 and by number of children) $625.00

29 For deduction order: child support per pay period (calculate support per pay period from figure on line 28) plus appropriate processing charge $1275.00

Calculations have been reviewed.

Signatures:

_____

Father - (I do/do not consent)

Sworn to before me and subscribed in my presence this ____day of _____, 19____

_____

Notary Public

_____

Mother - (I do/do not consent)

Sworn to before me and subscribed in my presence this ____day of _____, 19____

_____

Notary Public

_____ _____

Attorney for Father Attorney for Mother

(T.d. 314, page 11)

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ENTRY

GENERAL ORDER OF REFERENCE

JULY 1, 1995
(Filed Aug. 23, 1995, image 9)

(ENTERED SEPT. 2, 1999)

The parties in causes heard in the Court of Domestic Relations, not being by the Constitution entitled to a trial by jury, and it appearing to be for the best interests of the parties that all matters be referred to a Magistrate of this Court:

It is therefore ordered by the Court that effective July 1, 1995 all matters be and are hereby referred to a Magistrate in accordance with Rule 53 of the Ohio Rules of Civil Procedure. Said Magistrates shall continue to exercise all power otherwise delegated to the Magistrate (previously known as referee) by rule, statute or the Constitutions of the United States of America and the State of Ohio. However, the authority to execute restraining orders without notice shall be reserved to a Judge. A Magistrate may issue restraining orders when legal notice is provided to the other party and also may issue

restraining orders when proper pursuant to O.R.C. 3113.31 ff (Domestic Violence.

/s/ Ronald A. Panioto
Ronald A. Panioto
Administrative Judge

/s/ Deborah K. Gaines
Deborah K. Gaines
Judge

/s/ Patrick T. Dinkelacker
Patrick T. Dinkelacker
Judge

T.d. 313

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES Plaintiff -vs- SAMUEL P. TODD, III Defendant	Case No. DR9402798 File No. E-194749 Judge Cunningham **DECISION – PLAINTIFF'S MOTIONS OF JULY 24 AND 26, 1999**

(FILED SEP. 1, 1999)

The above captioned matter came before the Court pursuant to motions filed by Plaintiff on July 24 and 26, 1999. The Court, by entry of July 28, 1999, decided to rule upon the motions without oral hearing. Defendant filed his response to the motions on August 2, 1999 followed by Plaintiff's reply filed on August 9, 1999.

Upon review and consideration of the motions and based upon the record in this matter, the Court decides as follows:

1. **Motion for Access to All Financial Records of Children**

This motion is not well-taken and same is hereby denied.

2. Motion to Facilitate Appellate Review I

This motion is not well-taken and same is hereby denied.

3. Motion to Facilitate Appellate Review II

This motion is well-taken and same is hereby granted. The Court, by separate entry, a copy of which is attached hereto and incorporated herein, directs that all future orders issued in the above captioned matter shall be captioned using Plaintiff's name of Dee Ellen Garrison Bardes.

4. Motion to Compel Submission of Addendum to Property Settlement Stipulations

The Addendum to the Property Settlement Stipulations was filed by Defendant on August 23, 1999.

5. Second Motion for Issuance of Civ. R. 54(B) Final Appealable Order or in the Alternative Motion for Adequate Remedy at Law

These motions are not well-taken and same are hereby denied.

6. Motion to Correct Errors in Interlocutory Decision on Allocation of College Expenses

The Court hereby makes changes to its decision on the allocation of college expenses entered of record on April 30, 1999 as follows:

1) Mother's name is Dee Ellen Garrison Bardes

2) The parties' social security numbers and dates of birth shall be eliminated from the caption heading.

3) The names of the parties' children are Samuel Pogue Todd IV and Garrison Bardes Todd.

4) Garrison Bardes Todd's date of birth is September 26, 1991.

5) The Court finds that a normal progression of school attendance indicates that if Garrison Bardes Todd attends college he would commence attendance at age seventeen. The Court finds that a normal progression of school attendance indicates that if Samuel Pogue Todd IV attends college he would commence attendance at age eighteen.

6) The Court hereby strikes the term "and property division" found on Page 1 of the decision as it relates to "a full evidentiary hearing before the Magistrate".

Except as set forth herein in #1 through #6 directly above, the Court declines to make the changes addressed by Plaintiff in her motion to correct errors.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES

Plaintiff

-vs-

SAMUEL POGUE TODD III

Defendant

Case No: DR9402798

File No: E194749

Judge Cunningham

ENTRY ORDER

(ENTERED SEPT. 01, 1999)

It appearing to the Court that the Probate Court of Hamilton County, Ohio has issued an Order Changing Name, in Case #C96656, In Re: D'Ellen Bardes Todd, effective 1/17/97, the Court hereby orders the following:

> All future orders issued in the above captioned case number shall be captioned using the Plaintiff's new name, Dee Ellen Garrison Bardes, rather than her former names, D'Ellen Bardes a/k/a D'Ellen Bardes Todd.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 312

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	:	Case No. DR9402798
Plaintiff	:	File No. E-194749-0-7
-vs-	:	Judge Cunningham
SAMUEL P. TODD III	:	**DECISION**
Defendant	:	

(ENTERED SEP. 01, 1999)

The above captioned matter came before the Court without oral hearing pursuant to Plaintiff's motions filed on August 17, 1999.

The Court hereby decides and rules as follows:

1. ***Motion to Update Personal and S Corporation Income***

This motion is not well-taken and same is hereby denied.

2. ***Motion to Intercept and Seize Father's Annual Tax Refunds for Gifted Children's Education***

This motion is not well-taken and same is hereby denied.

3. ***Motion to Compel Father's 1120S 1998 Tax Return***

This motion is not well-taken and same is hereby denied.

4. ***Motion to Ensure Newly Filed "Duplicate" Transcripts Paginated Same as Ones Sold to Mother***

Upon conferring with the assigned Court Reporter, the Court addressed this matter by separate entry, a copy of which is attached hereto and incorporated herein.

The Court also notes that Plaintiff complained that she was denied access to court records in this case. Attached is a response from Mr. Timothy Meyer, Assistant Chief Deputy, Hamilton County Clerk of Courts, regarding this matter.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

(T.d. 312, page 3)

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

D'ELLEN BARDES,
PLAINTIFF

VS. CASE NO. DR-9402798

SAMUEL P. TODD,
DEFENDANT

ORDER

(ENTERED AUG 19 1999)

It appearing to the Court that the amended Index to the Transcript of Proceedings dated December 4, 1998 was incorrectly numbered as Page 3, it shall herein after be replaced with the Index as attached and correctly numbered 2(A).

SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham, Judge
August 19, 1999

INDEX

PLAINTIFF'S EXHIBITS:

A Deft. '97 income tax return 17

B Plt. '97 income tax return 17

C Plt's worksheet 17

D Information on private school..... 18

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A through D Admitted, Page 20

E Not Admitted, Page 21

(T.d. 312, pages 4-5)

(ENTERED SEPT. 1, 1999, image 87-88)

[SEAL]

JAMES C. CISSELL
HAMILTON COUNTY CLERK OF COURTS

August 18, 1999

Judge Penelope R. Cunningham
Court of Domestic Relations
800 Broadway
Cincinnati, Ohio 45202

Dear Judge Cunningham:

It has come to my attention that a motion has been filed in the Domestic Relations Court by Ms. D'Ellen Bardes (DR9402798) indicating that she was denied access to the above mentioned case file. First, allow me to state the policy of the Clerk of Courts regarding requests to view legal case files.

All filings accepted by the Clerk of Courts are time-stamped, docketed in the computer, scanned and then loaded on the Internet. Upon acceptance by the clerk all filings immediately become "open" to the general public for viewing. A person can perform any one of the following procedures in order to view a legal case file: 1.) Enter the clerks office at 800 Broadway, Room 213 and sign out any case file. The clerk provides a viewing area and copy machines for the convenience of the general public. 2.) Enter the clerks office at 800 Broadway, Room 213 and utilize in-house general public computers to view "scanned" documents. These documents can be viewed free of charge or copied for a nominal fee. 3.) Enter the

clerks office at 800 Broadway, Room 213 and view documents that have been micro-filmed. 4.) All individuals have access to all filings by utilizing the Hamilton County Clerk of Courts Web-Site on the Internet. The Clerk of Courts does not deny access of any document unless a Court Order has been issued sealing a particular document or case file.

During late July or early August Ms. Bardes requested to see her case file and the Family File. For the sake of convenience extended to Ms. Bardes the clerks office released her entire legal file to Mr. Brian Deyo (Family File employee) who then set up a viewing area in the Family File Office. Ms. Bardes began her viewing of the case files which covered a period of several days. Ms. Bardes continued to view the files on Friday, August 6, 1999 and at closing time (4:00 p.m.) Family File Supervisor Mr. Rick Plagge informed Ms. Bardes that a viewing area would be set up on Monday, August 9, 1999 for Ms. Bardes to continue her viewing of the case. On Monday, August 9, 1999 Judge Cunningham of the Domestic Relations Court requested all files relating to case DR9402798 for court preparations. Mr. Plagge was not aware that the court would be requesting use of that particular case when he informed Ms. Bardes that he would set up a viewing area on Monday, August 9, 1999.

When Ms. Bardes arrived on Monday, August 9, 1999 at approximately 11:00 a.m. the files were already in the possession of Judge Cunningham who was reviewing the case for court preparation. It was indicated to Ms. Bardes by Judge Cunningham's office personnel that the court would provide any particular document that she wished to view while the court was utilizing the case file. Ms.

Bardes did not specify any particular document that she wished to view. It was indicated to Ms. Bardes by Judge Cunningham's office personnel that the entire case file would be available to her when the case was returned to the Clerks Office.

It should also be noted that throughout the course of this on-going case that Ms. Bardes has on numerous occasions entered the Clerks Office to review documents previously filed in regard to this case. The Clerks Office has assisted Ms. Bardes with a spirit of cooperation by making the files immediately available, provided a viewing station and answered all questions.

In light of all the options that were available to Ms. Bardes and the cooperation extended by the Court, I feel that her accusations are unfounded.

Sincerely,

/s/ Timothy N. Meyer
Timothy N. Meyer
Assistant Chief Deputy
Hamilton County Clerk of Courts
Domestic Relations Division

T.d. 311

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES	:	Case No. 9402798
	:	File No. E-194749-0-7
Plaintiff	:	Judge Cunningham
-vs-	:	**DECISION DENYING**
SAMUEL P. TODD, III	:	**MOTION**
	:	
Defendant	:	

(FILED SEPT. 1, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's Motion to Determine State Laws as Applied by Lower Court, etc. filed August 6, 1999. On August 20, 1999 Plaintiff filed a Supplement to said motion.

The Court hereby decides and rules as follows:

This motion is not well-taken and same is hereby denied.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 310

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

DEE ELLEN GARRISON BARDES Plaintiff	:	Case No. DR9402798 File No. E-E194749
-vs-	:	
SAMUEL P. TODD III Defendant	:	Judge Cunningham **COURT REQUESTED CHANGES TO FATHER'S PROPOSED AMENDED SHARED PARENTING PLAN OF NOVEMBER 20, 1998**

(ENTERED SEP. 01, 1999)

Upon review of Father's Proposed Amended Shared Parenting Plan filed on November 20, 1998 in the above captioned matter and in consideration of Plaintiff's response to said Plan filed on January 4, 1999, the Court hereby requests that Defendant make the following changes to said Plan. Upon compliance with this request, the Court will adopt Father's Shared Parenting Plan.

1. Page 1: Change the reference to the Revised Code to Section 3109.04(d)(1)(a)(iii).

2. As the Plan is not one being jointly submitted, all provisions which include the statement "the parties agree" shall be eliminated unless the provision references

a document, stipulation, etc. to support the statement "the parties agree".

3. Page 13: Provision 9.2: Insert as the last sentence in this section the following: The children currently attend The Summit Country Day School, Hyde Park, Cincinnati.

4. Pages 14 & 15: Eliminate provisions 9.3, 10.1, 10.1.1, 10.2, and 10.5 The remaining provisions of Section 10 shall be renumbered accordingly.

5. Page 20: Eliminate provision 13 – Father's Family Trusts unless the parties should agree in writing to the inclusion of same in the Shared Parenting Plan. These trusts have been addressed by the parties pursuant to the Property Settlement Stipulations entered of record on May 6, 1997.

6. Page 22: Provision 16.1: Replace the first sentence with the following: The Hamilton County Court of Common Pleas, Division of Domestic Relations shall retain continuing jurisdiction to modify any and all issues relating to the minor children as set forth herein, except Provision 12 – Life Insurance. Insert as the second sentence to this provision the following: Jurisdiction over the issue of life insurance is limited to enforcement of said provision.

Defendant shall have seven days from journalization of this entry to make the changes, as set forth above, to his Shared Parenting Plan and submit same to the Court.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 285

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

D'ELLEN BARDES	:	Case No. DR9402798
Plaintiff	:	File No. E-194749-0-7
-vs-	:	
SAMUEL P. TODD III	:	Judge Cunningham
Defendant	:	**DECISION**

(ENTERED APR. 30, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's Motion for Summary Judgment and alternative motions filed on January 29, 1999. Defendant filed his response on February 5, 1999 followed by Plaintiff's reply memorandum filed on February 11, 1999.

The Court finds Plaintiff's motions are not well-taken and same are hereby overruled.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 284

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

D'ELLEN BARDES	:	Case No. DR9402798
Plaintiff	:	File No. E-194749-0-7
-vs-	:	
SAMUEL P. TODD III	:	Judge Cunningham
Defendant	:	**DECISION**

(ENTERED APR. 30, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's motion for issuance of a Civ. R. 54(B) final appealable order and motion for certification of class of litigants known as "Ohio Mothers" pursuant to Civ. R. 23(C)(4)(A). Said motions having been filed by the Plaintiff on March 29, 1999. On April 7, 1999 Defendant filed a motion to dismiss Plaintiff's motions. On April 15, 1999, Plaintiff filed a motion to dismiss Defendant's motion or in the alternative a motion to strike.

The Court finds Plaintiff's motions are not well-taken and same are hereby denied.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

T.d. 283

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

D'Ellen Bardes
SS#: 270-52-9846
DOB:

Case No.: DR9402798
File No.: E194749
CSEA

Plaintiff

-vs-

Samuel Pogue Todd, III
SS# 293-56-1656
DOB: 01/04/54

Defendant

DECISION ON ALLOCATION OF COLLEGE EXPENSES

JUDGE CUNNINGHAM

(FILED APR. 30, 1999)

The above captioned matter came before the Court pursuant to Plaintiff's motion and request for an order allocating anticipated college expenses for the parties [sic] minor children, Samuel Todd, born February 19, 1990 and Garrison Todd, born September 20, [sic] 1991. Additionally, Plaintiff by motion filed February 1, 1999 requested an evidentiary hearing on this issue and by separate motion filed that same date requested findings of fact and conclusions of law. Defendant, on February 5, 1999 filed his response to said motions. The Court had previously informed Mr. Abernethy, attorney for Defendant, and Ms. Bardes that the Court would not proceed with an evidentiary hearing on the matter but would allow for oral argument on the law. Plaintiff's request for an evidentiary hearing on the issue of an allocation of college expenses was denied in part as there had already

been a full evidentiary hearing before the Magistrate on, inter alia, child support, allocation of private school tuition, spousal support, and property division. The evidentiary record on those issues was sufficient for application to the issue of college expenses. (The Magistrate issued his decision with findings of fact and conclusion of law.) Further, the Court was of the opinion that the law was well settled in Ohio as to allocation of college expenses but, of course, Plaintiff was entitled to argue otherwise.

Both parties filed written memoranda on the law and proceeded with oral argument before the Court. Plaintiff's request for findings of fact is hereby denied as the proceedings before the Court was one only of oral argument on the law.

The question before the Court is whether the Court can order the divorcing parents of a child(ren) who is currently a minor(s) to pay for said child's college expenses after the child(ren) reaches the age of majority absent an agreement between the parents to do so and adoption of the agreement by the Court.

Pursuant R.C. 3105.21, a child is to be supported until the child reaches the age of majority. Support is to be extended beyond the age of majority as long as the child attends an accredited high school. Once the child reaches the age of 19 years, support is to be terminated, even if the child is attending an accredited high school. There is currently no statutory obligation for a parent to provide for their children after the age of majority once the child is out of high school (or reaches the age of 19). Ohio Courts have refused to expand a parent's obligation to

support a child beyond emancipation. *Thiessen v. Moore* (1922) 105 Ohio St. 401. *Miller v. Miller* (1951), 154 Ohio St. 530.

In *Thiessen v. Moore* 105 Ohio St. 401, the trial court ordered defendant to "convey by good and sufficient deed the real estate above described [being two acres plus] to plaintiff for her natural life and the fee of said real estate to said children absolutely . . . " *Id.* at 420. The Court of Appeals found the language in the decree which conveyed the property to his children to be valid. The Supreme Court of Ohio reversed the Court of Appeals as to the two acre parcel of land which was conveyed to defendant's children. The Court decided that a parent has no duty to provide for a child past the age of majority. *Id.* at 421.

> The legislature having imposed no obligation upon the parent beyond the majority of the children, the court was without power to create such obligation, was without power to do other than provide for the maintenance, care, education and custody of the children during minority and was without power to make any order with reference to the children which was not for the purpose of maintenance, care custody and control during minority. *Id.* at 422.

Miller v. Miller 154 Ohio St. 530 followed the decision in *Thiessen v. Moore*. In the Miller case, the Plaintiff had obtained life insurance policies naming his children as beneficiaries. During the divorce action, the trial court permanently enjoined and restrained Plaintiff from changing the life insurance beneficiaries or letting the policies lapse. The Court of Appeals reversed the trial

court and decided that the clause referencing the insurance policies was void and that the emancipated children had no interest in the insurance policies. The Supreme Court of Ohio affirmed the Court of Appeals and decided that a trial court does not have the power to order support for a minor child beyond the child's emancipation. "[T]he court has no authority to award children support after they become of age, and the court's authority to provide in any way for the children ceases when they reach their majority" *Id.* at 538.

The Miller position has been followed in the Hamilton County Court of Appeals. In *Sylvester v. Sylvester* (1969) 21 Ohio App. 2d 58, the trial court ordered child support "until either child is emancipated by age of twenty-one (21) or until graduated from college, whichever occurs later." Id. at 58. (In 1969, the age of emancipation was 21.) Citing to *Miller v. Miller, supra,* the Court of Appeals decided that "in a divorce action, where a child of the parties attains his majority, authority of the court over such child comes to an end, and the court is without power to provide for the support of or aid to such child or to continue a provision for his support." *Id.* at 58-59. The Court of appeals struck the language "or until graduated from college, whichever occurs later" and inserted the language "or is otherwise emancipated."

In *Verplatse v. Verplatse* (1984) 17 Ohio App. 3d 99, the trial court in a divorce action ordered "that defendant, Albert A. Verplatse, shall pay the board, room and tuition of any of said children, regardless of whether or not the child has attained the age of eighteen (18) years, should the child continue his or her education in any kind of institution of higher learning beyond the twelfth (12th)

grade of high school." *Id.* at 101. The Court of Appeals reversed the trial court's decision ordering defendant to pay college tuition, room and board for any child which has attained the age of eighteen. The court found that the order of payment of the college tuition, room and board was a provision of support. Id. at 103. Citing *Miller v. Miller, supra,* the court reiterated that a trial court does not have the power to order a parent to provide support for an emancipated child. *Id.* at 101.

In *Russo v. Russo* 1998 Ohio App. LEXIS 1293, the Court of Appeals upheld the position that a parent is not required to pay college expenses for an emancipated child. The court refused to make an unequal division of marital property in order to provide one parent with the financial ability to help with the children's college expenses. "[N]o statutory authority exists to order marital property to be expended for the benefit of a child who is not a party to the proceedings." *Id.*

In *Pratt v. McCullough* (1995), 100 Ohio App.3d 479, the Twelfth District Court of Appeals overturned the trial court's order requiring Father to maintain a trust fund for the child's college education. The Court noted that it had previously ruled that a domestic relations court does not have the authority to order an obligor to set money aside for a child's college education unless the parties specifically agreed to such an arrangement in the separation agreement.

In the case at bar, the parties are not in agreement regarding payment of college expenses for their minor children. Ohio courts consider payment of college tuition and expenses to be in the nature of support.

There is no statutory obligation for parents to fund their adult children's college education. In a divorce action the parties, however, are free to enter into an agreement to do so. Absent such an agreement adopted by the Court, the Court has no authority to order divorcing parents to support their adult children unless it is shown that they are incapable of their own support due to disability.

Plaintiff's motion and request that the Court order the parties to pay for the college tuition and expenses of their children after they attain the age of majority is hereby denied.

IT IS SO ORDERED.

/s/ Penelope R. Cunningham
Penelope R. Cunningham
Judge

Copies sent by Clerk of Courts to:

D'Ellen Bardes, PRO SE

William S. Abernethy Jr. Esquire, Attorney For Defendant